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\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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### CURRENT TOPICS.

IT WOULD be interesting to know how far solicitors throughout the country have been actively engaged in the recent patriotic efforts with regard to volunteers for South Africa. We referred many weeks ago to the appointment of Colonel BOXALL, C.B. (of the firm of BOXALL & BOXALL), as honorary secretary for regimental organization of the City of London Imperial Volunteers, and the value of his services in that capacity have been publicly acknowledged by the Lord Mayor. It will be seen from the report of the meeting of the Shropshire Law Society, which we print elsewhere, that Mr. WILLIAM HENRY TROW, solicitor, of Cleobury Mortimer, has been appointed to the command of the Service Company for South Africa formed from the 1st and 2nd Shropshire and the Herefordshire battalions of Rifle Volunteers; and that the law society have appropriately commemorated the event by the presentation to him of field glasses.

CONSIDERABLE SATISFACTION will be felt by most persons in reading in their newspapers of several recent convictions for crying false news. To cry false news is at any time a fraudulent and mischievous act, but when a great war is being waged, and public anxiety is intense, it becomes a most serious and dastardly offence. Until recently, however, it was an offence which it was very hard to deal with satisfactorily, and the difficulty has still been only partly removed. To shout false news in the street is in itself no offence at all. But to obtain a penny for the paper falsely said to contain the news is clearly the misdemeanour of obtaining money by false pretences. This is now capable of being dealt with summarily, if the accused consents, by virtue of the Summary Jurisdiction Act, 1899. But until quite recently (and even now if the accused does not consent), the only remedy was by trial on indictment. To convict on a charge of obtaining by false pretences, however, the evidence of the person defrauded is necessary; and a person who has been cheated of a halfpenny or a penny will generally hesitate before consenting to prosecute, thereby perhaps losing valuable time or money. On this account the chance of being proceeded against is very slight, and the news vendor who obtains halfpence by shouting "Great British Slaughter" runs little risk. It ought to be an offence punishable summarily to wilfully cry false news. Then a policeman could establish the guilt of an accused by producing the paper he was selling and testifying to the words shouted, without help from any member of the public. The punishment need not be heavy, but it ought to be reasonably

certain; and there is no doubt but that if it were reasonably certain the offence would soon be put a stop to.

A POINT of importance was decided in *Cass v. Butler*, an appeal under the Workmen's Compensation Act, last week, as to the liability of a sub-contractor to pay compensation under the Act. The section which relates to the liability of a contractor and a sub-contractor is section 4; it enacts, in effect, that where "the undertakers as hereinafter defined" contract with another for the execution of any work, and the undertakers would if the work were executed by their own immediate employes be liable for accidents arising in the course of their employment, then "the undertakers shall be liable to pay to any workman employed in the execution of the work any compensation which is payable to the workman . . . by such contractor as would be so payable if such contractor were an employer to whom this Act applies." By section 7 (2) the term "undertakers" is defined to mean, in the case of a building, "the persons undertaking the construction, repair, or demolition." In *Cass v. Butler* the workman to whom the accident occurred was employed by the appellant in painting a building which was over thirty feet high and was being constructed by means of a scaffolding. One GOULD had contracted with the owners to erect the building, and had made a sub-contract with the appellant to do all the painting work. The county court judge held that under these circumstances the appellant was an "undertaker" within the meaning of the Act and awarded compensation to be paid by him. This decision was reversed by the Court of Appeal, who held that GOULD, who undertook the construction of the building, was the true "undertaker," and this seems to be in accordance with section 7 (2). The case of *Mason v. Dean* (16 Times L. R. 212) is clearly distinguishable; there separate contracts had been made by the owner with two different firms for the construction of different parts of the building, and the court held that each firm was to be treated as undertakers. In *Cass v. Butler* one firm only had contracted with the owner for the whole of the work. The point was also raised on this appeal as to whether painting a new building is part of the "construction" of it; in view of the decision on the other question it was not necessary to decide this point, but in this respect the case bears a strong resemblance to *Wood v. Walsh* (1899, 1 Q. B. 1009), in which it was held that painting an old house was not "repair" within the Act.

A POINT of some importance to county court practitioners is raised by the correspondence with the registrar of the Lambeth County Court, which we print elsewhere. Under the County Court Act, 1888, and the rules, a county court judge has full discretion over the costs of proceedings, subject, apparently, to the restriction that in allowing or disallowing particular items he is to take the scales of costs appended to the rules as his guide, and is not to depart from them except for some special reason. Sometimes judges and registrars are tempted to depart from the scale allowance for the purpose of saving the parties from the expense of legal assistance, and if they do so in accordance with any fixed rule it is clear from the case of *Reg. v. Judge of Marylebone County Court* (34 SOLICITORS' JOURNAL 459), referred to in the correspondence, that they are wrong. In that case it appeared that the judge of the county court had established a practice in all cases of default summonses, where the amount in dispute was between £2 and £10, not to allow the 7s. fee for attending trial unless he was satisfied that there was a *bond fide* dispute as to the claim. The Divisional Court (MATHEW and GRANTHAM, JJ.) held that it was not competent for him to make and to act upon any such rule. If he had determined, said MATHEW, J., in the particular case that for reasons good or bad he would not allow costs, then the court would not interfere; but since he had acted on a general rule and had not exercised his discretion, the matter was referred back to him. It will be seen that in the present case the registrar disallowed, not only the attendance fees, but also the fees for issuing the summons, and in the view of our correspondent he acted upon a general rule, alleged to exist in the Lambeth County Court, not to allow solicitors' costs in cases where the plaintiff is suing for

the balance of a promissory note. The registrar, however, denies that he acted upon any such rule, and refers to certain circumstances as shewing that the particular plaintiff was capable of conducting his cases himself. Upon the controversy between our correspondent and the registrar it is not for us to pass an opinion, though it seems singular that a defendant, who is admittedly in default, should escape the payment of costs because his creditor appears to the registrar to be capable enough to dispense with a lawyer's services. A man may be competent enough to conduct his own case, and yet prefer not to impose on himself the trouble of attending the county court proceedings. The rules give a scale applicable to small sums and there is no proviso that plaintiffs shall wherever practicable dispense with a solicitor. It looks very much as though at the Marylebone County Court an attempt is being made to introduce such a proviso, and to compel plaintiffs to do for themselves work which under the scales they are entitled to have done by a solicitor.

THE COURT of Appeal so generally interpret law in the light of common sense, that we are all the more astonished at finding ourselves compelled respectfully to dissent from their recent decision in the case of *Kimber v. Admans* (*ante*, p. 260). In that case a question arose, on the construction of a restrictive covenant contained in a conveyance on sale, as to whether, for the purpose of the covenant in question, a flat was equivalent to a separate house. Under the covenant the defendant was bound not to build more than a certain number of "houses," of a certain initial value, upon a certain plot of land. It appeared, however, from the evidence that the defendant was proposing to erect a number of blocks of flats, each flat consisting only of two living rooms, kitchen, scullery, and offices, and such flats being calculated to be let to members of the working class at a rent of perhaps 7s. 6d. a week. The total number of separate flats it was thus proposed to erect was far in excess of the number of houses allowed by the covenant to be built on the estate. Mr. Justice COZENS-HARDY, however, in the court below, and the Master of the Rolls and Lord Justices RIGBY and VAUGHAN WILLIAMS, in the court above, took what we venture respectfully to consider the narrow technical view, and decided that, for the purpose of the covenant in question, a flat must not be construed as equivalent to a house. It is noticeable, however, that Lord Justice VAUGHAN WILLIAMS, in the course of his judgment, made the following admission. "It was necessary," he confessed, "in construing this covenant, to have some regard to its object. The primary and obvious meaning of 'house' is a physical erection of bricks and mortar considered in its entirety. Now if," he said, "he had found himself unable, so long as he restricted the term 'house' in this covenant to its primary signification, to discover in the covenant any effective meaning, he would certainly have been willing to enlarge his interpretation so as to include the idea of user. But everyone," continued the learned judge, "who is acquainted with building estates in the neighbourhood of London is perfectly well aware of the object of this covenant, even though 'house' be rigidly restricted to its obvious and everyday meaning." We do not profess to understand the meaning of this somewhat cryptic utterance, but we are familiar with one object, and with one object only, intended to be attained by the insertion in conveyances of this restrictive covenant. That object, of course, is to protect, as far as possible, the interests of the surrounding property, by preserving it from the otherwise possible invasion of buildings of an inferior class and undesirable tenants. But, if this is the object, it is tolerably obvious that the decision of the Court of Appeal in *Kimber v. Admans* renders covenants of this kind, as at present framed, merely nugatory. The class of tenant likely to occupy a separate dwelling-house of the initial value of £500 is obviously quite different from the class of tenant likely to be found in model dwellings. Yet it is clear that, in view of the recent decision, it will be impossible in future, under the terms of restrictive covenants drawn in the hitherto prevailing common form, to restrain a purchaser from erecting model workmen's dwellings in the heart of the most select localities. The practical result is that in future it will be necessary, in drafting this kind of covenant, expressly to provide for the case of flats.



IN THE CASE of *Earl Grey v. Attorney-General* the House of Lords have affirmed the decision of the Court of Appeal (47 W. R. 37; 1898, 2 Q. B. 534), and under the circumstances it does not appear that any other result could have been anticipated. In 1885 the late Earl GREY granted and assigned his real and personal estate to the present earl, subject to payment of a rent-charge of £4,000 a year to the grantor; to the right for the grantor to have all his debts paid out of the property after his decease; and also to a conditional power of revocation reserved to the grantor. The rent-charge was duly paid down to September, 1894, and in that month the late earl, in consideration of £5,000 paid by the present earl, released the rent-charge and also the power of revocation. In the following month the late earl died, and subsequently the Crown claimed estate duty upon the principal value of the entire property comprised in the gift of 1885. The claim was based upon section 2 (1) (c) of the Finance Act, 1894, which incorporates by reference section 38 of the Customs and Inland Revenue Act, 1881, as amended by section 11 of the Customs and Inland Revenue Act, 1889. The effect of this incorporation is to make estate duty attach to property (i.) taken under an immediate gift *inter vivos* which has not been *bond fide* made twelve months before the death of the donor; or (ii.) taken under such a gift, whenever made, if *bond fide* possession and enjoyment has not been immediately assumed by the donee and thenceforward retained by him to the entire exclusion of the donor; or (iii.) if any interest in the property for life or other period determinable by reference to death, or if a right to reclaim the property, is reserved to the donor. It is obvious that the original settlement of 1885, though made beyond the twelve months' time limit, was within these provisions in respect of all the points noticed above, and even after the rent-charge and the power of revocation had been released the right of the grantor to have his debts paid after his death out of the estate still subsisted, and this was a right which left the property practically under his control. Neither in the Divisional Court, nor in the Court of Appeal, nor in the House of Lords, has there been a single judgment in favour of exemption from duty, and the Lord Chancellor considered it enough to refer to the plain language of the statutes. It would seem, indeed, that apart from the charge of debts, the release of the rent-charge and of the power of revocation made no difference. The case is not analogous to that of surrender of a life estate, when the surrender has been held to exclude duty, whether made more than a year before the death, as in *Beech's case* (47 W. R. 257; 1899, A. C. 53), or whether within the year, as in *Attorney-General v. De Preville* (48 W. R. 193). The present case deals with a settlement which in its inception was liable to the provisions of the statutes, and the duty is not excluded because the grantor a month before death releases the benefits which he has reserved to himself. In other words, it is a case to which section 38 of the Act of 1881 clearly applies. But it is important to notice that the decision of the House of Lords does not touch the point raised in *De Preville's case*. There the Court of Appeal had to consider, not a voluntary settlement of the entire property, but only the surrender of a life estate, and section 38 was held to be excluded because, as it originally stood in the Act of 1881, it could not affect a life estate at all. It only affects property passing as the estate of the deceased. Hence the surrender saved estate duty though made within twelve months of death. If this point is brought before the House of Lords it will not prove so easy of decision as *Earl Grey's case*.

A VERY EMINENT firm of auctioneers was convicted last week under section 2 (2) of the Merchandise Marks Act, 1887, for selling goods to which a forged trade-mark had been applied. The goods were inferior china bearing a forged mark resembling that of the Royal Porcelain Factory at Dresden. In the catalogue the china was described as "Dresden," but before the sale the defendants received a telegram to the effect that the lot was believed to be not genuine. Up to the receipt of this telegram, the defendants appear to have had no reason to suspect the genuineness of the china, and on suspicion being raised they erased the word "Dresden" from the catalogue, and sold the lot in such a way as to warn purchasers that there was a doubt whether the china was real

Dresden china or not. Now, the Act provides that it is a good defence to a charge of this kind to prove that the seller, having taken all reasonable precautions, had at the time of the sale no reason to suspect the genuineness of the mark, and that on demand he gave the prosecutor all information in his power with respect to the persons from whom he received the goods, or "that otherwise he acted innocently." These last words were relied upon a defence in this case. Now, it is quite clear that "acted innocently" may have several quite different meanings. It has been argued that, where there is no intention to impose upon the buyer a thing of less value than he believed he was buying, such circumstance constitutes a good defence, although in fact the seller knows that the thing is falsely described. This view has, however, been negatived by the High Court in the case of *Kirshenboim v. Salmon & Gluckstein* (46 W. R. 573; 1898, 2 Q. B. 19). It seems clear that a *bond fide* belief in the genuineness of the goods sold would constitute innocence. In the recent case it was not denied that the sellers had reason to suspect the genuineness of the china, but it was argued that as they put the buyer on his guard, and so gave him notice that there was doubt as to the genuineness, they had acted innocently within the meaning of the Act. The magistrate refused to take this view and convicted the defendants. There is, however, room for much argument on either side. On the one hand, it seems very reasonable for a seller to say that, though he had reason to suspect the genuineness, he had only a suspicion, and that the buyer was informed of the suspicion, and bought on his own judgment, and that under such circumstances he acted as fairly to the buyer as any man could, and therefore innocently. On the other hand, it would seem that the Act forbids the sale of goods to which a false mark is applied, and that a person must not sell such goods at all unless he believes them to be genuine. If he doubts the genuineness, he sells at his peril. He is not entitled in a case of suspicion to sell the goods for what they are. He may also probably sell them if he specifically describes the goods as false, and sells them to a person who will not resell. The point is a very important one, and it seems probable that a case will be stated for its decision by the High Court.

THE THANKS of the metropolis are due to the barrister who, in the most public-spirited manner, took proceedings against the Vestry of St. Marylebone for failing to remove the snow from certain streets. At one time the occupiers of houses in London were obliged themselves to clear the footpaths of snow. The burden of this obligation has, however, been removed from their shoulders by section 29 of the Public Health (London) Act, 1891, which makes it the duty of the local authority to keep the footways properly swept and cleansed, "so far as is reasonably practicable," under pain of a penalty of £20. By section 34 it is made an offence punishable with a fine of £5 for the occupier, or any unauthorized person, to carry away any street refuse; and by section 141 "street refuse" includes snow. The complainant in the recent case was able to prove conclusively that the streets in question were left in a most disgraceful state, and that snow was allowed to lie in them for seventeen days, but unfortunately he was unable to prevent the vestry from escaping through the loop-hole left open for them by the words "reasonably practicable." Whether or not it was reasonably practicable to have cleared the streets was clearly a question of fact for the magistrate, and if he were of opinion that the expense of clearing the streets would have been unreasonably great, he was no doubt right in deciding as he did. He was not, however, so firmly convinced of the diligence of the vestry as to allow them their costs, so it may be assumed that they received the benefit of a doubt. It seems rather hard that, where a local authority find the expense of removing snow too great to justify them in incurring such expense, the occupiers should be guilty of an offence if they remove it themselves. A few years ago a person brought an action for damages against a local authority in the metropolis for injuries sustained by reason of a fall caused by the neglect of the defendants to remove snow from a street in their district: *Saunders v. The Holborn District Board of Works* (43 W. R. 26; 1895, 1 Q. B. 64). It was held,

however, that although the Act imposes the duty of clearing away snow on the authority, the penalty provided for neglect of this duty is the only consequence legally following on such neglect, and no action lies by a person suffering special damage from the breach of duty. It seems, therefore, that, no matter what the inconvenience or injury may be, we have no remedy against a local authority who refuse to remove snow on the ground of expense, if a magistrate can be satisfied that the expense would be considerable.

A CORRESPONDENT whose letter we print elsewhere suggests an alternative procedure for the creation of mortgages of registered leasehold land. There is a desire on the part of practitioners to adhere to the traditional mortgage by sub-demise, and the question is how to combine with this the security conferred by a registered charge. The advantage of a sub-term is that it gives a legal interest which can, if necessary, be dealt with off the register, and, as compared with a registered charge, it saves expense and also avoids all possibility of the mortgagee becoming—immediately, at any rate—an assignee of the term. We at one time suggested as a disadvantage that there would be a difficulty upon a sale by the mortgagee in getting the purchaser registered as proprietor of the original term; but our former correspondent "E. S. W." has explained that in practice this difficulty does not arise, since the Land Registry officials consider that a mortgagee by sub-demise who is in equity entitled to the outstanding days is competent upon a sale to deal with the entire interest on the register (*ante*, p. 259). Our present correspondent suggests that, in addition to the sub-demise, there should be an instrument of charge given in the registry form, and that this should be held by the mortgagee and registered as soon as circumstances rendered such a course advisable. Moreover, for the immediate protection of the mortgagee, our correspondent suggests that notice of the deposit of the land certificate should be placed on the register, instead of the registration of a restriction as we proposed. Under rule 200 of the Land Transfer Rules, the entry in the register of such a notice operates as the lodgment of a caution under section 53 of the Land Transfer Act, 1875. Consequently, no dealing with the land by the registered proprietor can take place until notice has been served upon the depositors of the land certificate. Would it not, however, be safe to adopt this procedure without introducing the instrument of charge at all? The sub-term gives a legal estate; the deposit of the certificate seems to give complete protection so far as the register is concerned; and the practice of the Land Registry Office, we are told, facilitates the transfer of the head term on a sale by the mortgagee. The addition of the instrument of charge, with a view to future possible registration, does not, indeed, involve much trouble or expense, but we are not sure that it is necessary.

WITH THE valuable assistance of Mr. F. K. MUNTON, we really think we are at last on the track of the Father of the Profession. Mr. MOURILYAN, who practised in Paris, was incontestably the solicitor of the longest standing, having been admitted in 1827; but one did not feel quite comfortable in recognizing a "Father" who was resident and in practice in a foreign country. His death on the 23rd ult., in his 92nd year, has, however, cleared the way for the establishment of a "Father" in this country. We beg now to inquire whether there is any solicitor in practice whose standing exceeds that of Mr. JOHN SHAW, of the firm of Messrs. BAILEYS, SHAW, & GILBERT, of Berners-street, who was admitted in Hilary term, 1831, and took out his certificate last year. Let objectors forthwith appear or be for ever dumb.

A member of the Incorporated Law Society has, says the *Times*, given notice that he will bring on the following motion at the April meeting of that society, viz.: "That, in the opinion of this society, all the offices of the High Court of Justice ought to be open for the transaction of business during the whole of the Long Vacation, and this quite apart from any shortening of the Long Vacation so urgently needed in the interests of the due administration of justice."

## THE LAND CHARGES BILL.

THE Land Charges Bill, which has been introduced by the Lord Chancellor, and has, with some slight amendments, been read a third time in the House of Lords, promises to effect a very important simplification in the law of judgments as affecting land. Shortly stated, its effect is to close the register of judgments kept in the Judgments Department of the Central Office and to make the operation of judgments as a charge on land depend solely upon the registration of a writ or order enforcing the judgment under section 5 of the Land Charges Registration and Searches Act, 1888.

The operation of judgments in creating charges upon land has long been a source of trouble and expense in dealing with land, and the successive attempts which have been made to simplify the law have hitherto left it in a very unsatisfactory condition. The modern law of judgments dates from the Judgments Act, 1838 (1 & 2 Vict. c. 110), which, by section 11, provided that a judgment of a superior court should not affect lands as to purchasers, mortgagees, or creditors until registration in the register directed to be kept under the section. This was followed by the Judgments Act, 1839 (2 & 3 Vict. c. 11), which by section 4 required judgments to be re-registered every five years if their effect in binding the land against purchasers was to be preserved; and by section 8 established a register for Crown judgments and debts, it being enacted that these, as in the case of ordinary judgments, should not affect the land against purchasers and mortgagees until registration (see also the Crown Suits Act, 1865, s. 48). The Act of 1839 also provided by section 5 that judgments, although duly registered, were not to bind lands as against purchasers or mortgagees "further or otherwise, or more extensively" than a judgment would have bound such purchaser or mortgagee before the Act of 1838, had it been duly docketed according to the law then in force. But under the former law a purchaser without notice of a docketed judgment, though bound at law, was not bound in equity, the docketing of a judgment being neither actual nor constructive notice of it (Elphinstone and Clark on Searches, p. 16). On the other hand, after the Act of 1838 doubts were entertained whether purchasers who had notice of a judgment might not be affected thereby in equity, although the judgment was not registered. This doubt was removed by the Judgments Act, 1840 (3 & 4 Vict. c. 82), which by section 2 enacted that purchasers, mortgagees, or creditors were not, by virtue of the Act of 1838, to be affected by judgments unless and until registered, "any notice [thereof] in anywise notwithstanding." "The result," it is said in the useful work just referred to (p. 28), "in cases to which the Acts [of 1839 and 1840] were applicable, was that to entitle a judgment creditor to the extended remedies given by [the Act of 1838] there must be both registration and notice; so that a purchaser without notice of a registered judgment, or with notice of an unregistered judgment, would not be bound by the new law." The above statutes referred generally only to judgments binding by virtue of the Act of 1838, and purchasers were still liable to be affected by notice of unregistered judgments under the old law. To make the protection afforded by the new law more complete, therefore, the Judgments Act, 1855 (18 & 19 Vict. c. 15), was passed, section 4 of this Act providing that no judgment which *might be* registered under the Act of 1838 should affect lands as to purchasers, mortgagees, or creditors until registration, any notice notwithstanding.

Until 1860, consequently, land was bound by a registered judgment as from the date of registration against purchasers and mortgagees who had notice of the judgment, the mere fact of registration, however, not being notice to a purchaser who did not search. By the Law of Property Amendment Act, 1860 (23 & 24 Vict. c. 38), the time at which the judgment became a charge on the land was postponed until the issue and registration of a writ of execution; and by the Judgments Act, 1864 (27 & 28 Vict. c. 112), it was further postponed, as to future judgments, until actual delivery in execution. According to the latter statute, no judgment entered up after the 29th of July, 1864, "shall affect any land, of whatever tenure, until such land shall have been actually delivered in execution by virtue of a writ of *elegit*, or other lawful authority, in pursuance



of such judgment." Since the judgment thus only became a charge upon the land when execution was actually completed, the former protection afforded to purchasers without notice was considered to be abolished, and since the actual delivery in execution was not necessarily a matter of notoriety, purchasers were left in a very unsafe position. This was illustrated by the well-known case of *Re Pope* (17 Q. B. D. 743), where the appointment of a receiver was held to be a delivery in execution, with the result that a purchaser who had paid his purchase-money without notice of the appointment, was postponed to the judgment creditor. The actual delivery in execution was held to do away with the necessity for registration of the writ or order, though by the Act of 1860 such registration had been expressly enjoined. It was to remedy the injustice thus made apparent that the Land Charges Registration, &c., Act, 1888 (51 & 52 Vict. c. 51), was passed. This provided, by section 5, for the establishment at the Office of Land Registry of a register of writs and orders affecting land, and by section 6 it was enacted that every such writ and order, "and every delivery in execution or other proceeding taken in pursuance of any such writ or order, or in obedience thereto, shall be void as against a purchaser for value of the land unless the writ or order is for the time being registered in pursuance of this Act."

The Act of 1888 is thus express that a writ or order and any consequent execution are void unless there has been registration under the Act, and—though upon this point the Act is not express—it would seem that, if there has been registration followed by actual delivery in execution, a charge is created against a purchaser without notice. For the charge to arise at all it is still necessary under the Act of 1864 that there shall have been delivery in execution, and this, as already noticed, prevents the plea of purchase without notice. It might be supposed that the result of the Act of 1888 was to make it unnecessary, upon the completion of a purchase, to do more than search for writs and orders at the Land Registry Office, and it is not easy to see how a purchaser, who found no registered writ, and who omitted to search for judgments, could be affected by a judgment of which he had no notice; though in the event of his having notice of the judgment the unpaid purchase-money in his hands would become subject to a lien in favour of the judgment creditor (*Searches*, p. 9). Since, however, the register of judgments was still continued after the Act of 1888, it was felt to be unsafe to neglect it, and the practical effect of that Act has been to add another search to those which previously had to be made. The present Land Charges Bill is intended to carry out in this respect the policy of the Act of 1888, and, if passed into law, it will very effectively put an end to the customary searches for judgments, executions, and Crown debts, by closing the registers in which these matters have hitherto been entered. Clause 1 provides for the transfer to the Land Registry Office of the business conducted in the Judgments Department of the Central Office. Clause 2 then provides as follows:

(1.) A judgment or recognizance, whether obtained or entered into on behalf of the Crown or otherwise, and whether obtained or entered into before or after the commencement of this Act, shall not operate as a charge on land, or on any interest in land, or on the unpaid purchase-money for any land, unless or until a writ or order enforcing it is registered under section five of the Land Charges Registration and Searches Act, 1888.

(2.) This section shall apply to any inquiry finding a debt due to the Crown, and any obligation or specialty made to the Crown, and any acceptance of office from or under the Crown, whatever may have been its date, in like manner as it applies to a judgment.

(3.) Except under an order of the High Court, no entry or search shall be made in any register kept under sections nineteen and twenty-one of the Judgments Act, 1838, section eight of the Judgments Act, 1839, the Law of Property Amendment Act, 1860, the Judgments Act, 1864, or the Crown Suits Act, 1865.

The effect of sub-clause 3 will be to close the registers of judgments, of executions, and of Crown debts. Sub-clause 1 then supplements the Act of 1888 by postponing the operation of the judgment as a charge until registration at the Land Registry Office of the writ or order enforcing it, and this postponement is made to apply also to the judgment creditor's lien on unpaid purchase-money to which we have just referred, and, by sub-clause 2, to Crown debts. The schedule to the Bill con-

tains a list of the enactments under which these registers have been kept and under which judgments have hitherto affected land, and these it is now proposed to repeal. The Bill also, by clause 3, proposes to extend the land charges register kept under the Act of 1888 to charges created by local Acts generally, whether subject to local registration or not. It will thus be seen that the Bill proposes a very material simplification of the procedure upon the completion of purchases and mortgages of land.

#### THE LIABILITY OF BANKERS.

AN important decision upon the extent of the protection afforded to bankers by section 82 of the Bills of Exchange Act, 1882, has been given by KENNEDY, J., in *Hannan's Lake View Central (Limited) v. Armstrong & Co.* (*Times*, 1st inst.). That section provides that "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur liability to the true owner of the cheque by reason only of having received such payment." Provided, therefore, a collecting banker acts without negligence and in good faith, he is perfectly safe in taking crossed cheques from a customer, and is not imperilled by the fact of the customer's title to the cheque being defective. In the case of a bank there is no difficulty about the requirement of good faith, but, as the present case shews, a serious question may arise whether the banker has acted in any particular transaction without negligence.

The point was considered, and a useful explanation of the phrase "without negligence" given by DENMAN, J., in *Bissell & Co. v. Fox Brothers* (51 L. T. 663). There the plaintiffs had appointed S. as their traveller. All the cheques, cash, and bills received by S. were to be remitted to the plaintiffs at the end of each week, and none were to be retained without the consent of the plaintiffs. For some years S. remitted all cheques and bills to the plaintiffs by post, and sent them the cash in postal or post office orders. In 1883 he opened an account of his own with the defendants' bank, and paid into this account, without the sanction or knowledge of the plaintiffs, various cheques received by him on account of the plaintiffs, and payable to "J. E. BISSELL & Co., or order." The cheques were indorsed by S. in his own name "*per pro* J. E. BISSELL & Co.," and some of them were crossed. The cheques were taken by the defendants without any inquiry as to S.'s authority to deal with them, and were immediately placed to his credit in his account as cash. Under these circumstances it was held that the bankers had not acted "without negligence," and were not entitled to the protection of section 82. "The negligence contemplated in section 82," said DENMAN, J., "must mean the neglect of such reasonable precautions as ought to be taken with reference to the interests, not of the customer who purports to have the authority, but of the principal whose authority he purports to have; the section being framed wholly with reference to the liability of the banker to the 'true owner' of the cheque, and not with reference to his liability to his customer." And the judgment of DENMAN, J., was adopted by the Court of Appeal (53 L. T. 193). In applying this principle to the case in question stress was naturally laid upon section 25 of the Bills of Exchange Act, 1882, according to which "a signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority." Thus the bank in taking the plaintiffs' cheques and placing them to the credit of S., without inquiry as to his authority, were neglecting a precaution imposed upon them by the Act itself.

The present case before KENNEDY, J., also arose out of the misappropriation by an employee of his employer's cheque. A cheque for £542 in favour of Hannan's Lake View Central (Limited) was paid in by their then secretary, H. MONTGOMERY, to his private account with Messrs. ARMSTRONG & Co., who are bankers. The cheque was crossed generally and the indorsement consisted of the name of the plaintiff company, either stamped or type-written, followed by the signature "H. MONTGOMERY, Secretary." The amount of the cheque was credited by the defendants to MONTGOMERY and was drawn upon by him for his

own purposes. The articles of the plaintiff company contemplated that indorsements would be made by two directors and the secretary, but in practice it is found convenient for the secretary to indorse cheques by himself, and this practice had been adopted by the plaintiff company. Upon the evidence, however, KENNEDY, J., held that the secretary was authorized to do this for one purpose only—namely, for the purpose of his paying the cheques into the plaintiffs' account at their own bank, which was not the defendant bank. The evidence also shewed that it is a general practice of limited companies for this particular and limited purpose to permit their secretaries to indorse cheques drawn payable to the order of their employers which come into the secretaries' hands as the servants of those employers.

The indorsements being therefore, so far as the plaintiff company were concerned, sufficiently regular, the question was whether the defendants acted negligently in receiving the cheque from the secretary and placing the proceeds to the credit of his private account. From one point of view it is hard upon the bank to have to be responsible for the misconduct of the plaintiffs' secretary. Any loss caused by him in the course of his employers' business would seem most naturally to fall upon them. But at the same time the plaintiffs were entitled to expect persons into whose hands their cheques came to adopt ordinary precautions to insure that the cheques were being properly dealt with, and under the circumstances KENNEDY, J., held that the defendants had not discharged this duty. According to the evidence of their own chief accountant there was no instance known of any secretary of a limited company indorsing by himself a cheque payable to his company except for the purpose of the cheque being paid into the company's own banking account, and the bank consequently should have taken note of the departure from the invariable practice in the present case, and should have made inquiry as to the secretary's authority to deal with the cheque. Since they omitted to do so they did not act "without negligence," and they were not entitled to the benefit of section 82. They were held liable, accordingly, to account to the plaintiffs for the amount of the cheque.

## REVIEWS.

### MAGISTRATES' PRACTICE.

STONE'S JUSTICES' MANUAL: BEING THE YEARLY JUSTICES' PRACTICE FOR 1900. A GUIDE TO THE ORDINARY DUTIES OF A JUSTICE OF THE PEACE. WITH TABLE OF STATUTES, TABLE OF CASES, APPENDIX OF FORMS, AND TABLE OF PUNISHMENTS. THIRTY-SECOND EDITION. Edited by GEORGE B. KENNETT, Esq., Solicitor, Town Clerk (late Clerk to the Justices) of Norwich. Shaw & Sons; Butterworth & Co.

With every fresh annual appearance of this work it is harder to say anything new about it, except that it accurately incorporates the legislation and decisions of the particular year just passed. It claims to be the most successful magisterial guide ever produced, and it certainly does not make such claim without very good foundation. The fact that such a work can be profitably brought out every year shews what a large demand there is for it; and the fact that no less than thirty-two editions have seen the light shews how it has won the confidence of the profession. No practitioner whose business takes him often into courts of summary jurisdiction can afford to be without Stone, and it is a great convenience to be able always to have a copy which is reliable up to a very recent date. The present edition shews all the signs of careful editing and revision that its predecessors have manifested, and well maintains the reputation of the work. The year 1899 was not a year of any legislative changes of a very startling character in the law affecting the summary jurisdiction of justices. The most important Act no doubt is the Food and Drugs Act, and the editor directs particular attention to section 19, which provides that when any article of food has been procured for test purposes, any prosecution must be commenced within twenty-eight days, and that the summons in every case in which state particulars of the offence alleged. The most important decision of the year was undoubtedly *Powell v. The Kempton Park Racecourse Co.* (47 W. R. 555; 1899, A. C. 143), a case which has overruled so many cases which were previously considered binding, and restrained within reasonable limits the extraordinary process of expansion which was being applied by the judges to the Betting Act, 1853. Some slight errors may always be found in the Index to Stone, chiefly mistakes in the numbers of the pages referred to. This edition is not quite free

from such errors, but seems to contain fewer than usual. The book is as reliable as ever, and thoroughly well brought up to date.

### PLEADING AND PRACTICE IN CRIMINAL CASES.

ARCHBOLD'S PLEADING, EVIDENCE, AND PRACTICE IN CRIMINAL CASES. By Sir JOHN JERVIS, late Lord Chief Justice of the Court of Common Pleas. WITH THE STATUTES, PRECEDENTS OF INDICTMENTS, &c. THE TWENTY-SECOND EDITION. By WILLIAM FEILDEN CRAIES and GUY STEPHENSON, Barristers-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

It may be said, with little fear of contradiction, that "Archbold" is the one indispensable book for every barrister or solicitor who practices regularly in the criminal courts. Some books may contain fuller expositions of the principles of the law, others may include quite as good a digest of the law, while others again may be arranged on more scientific plans, but between the covers of "Archbold" alone does the practitioner find in one volume everything he is likely to want in the course of any ordinary case. In fact there seems to be no other text-book which includes forms of indictments and details of practice, as well as a treatise on the law and evidence. The first edition of this work was published in 1822, and this is the twenty-second issue, but probably this edition is superior to its immediate predecessor in a higher degree than any other which has yet appeared. In the preface to the first edition (which we are sorry not to see reproduced in this one) the author wrote, "My sole object has been to make this a practically useful book; I neither anticipate nor desire for it a higher commendation." The new edition is a complete realization of this wish of nearly eighty years ago; "practically useful" describes the book precisely. In every previous recent edition there has been a quantity of matter which was obsolete and useless; numberless antiquated forms have been again and again reproduced; and voluminous references have been continued to the law as it stood half a century ago. All this is now changed, and although the main outlines of the work remain unaltered, we have a book suitable in every way to the present state of the law. In the last edition, which was published in 1893, the precedent for an indictment for perjury in an affidavit was framed on a case where the perjury was supposed to have been committed in an affidavit to hold to bail in proceedings on a *copias*. As arrest upon *meine* process was abolished in 1869, it seems extraordinary that this precedent should have survived so long. In fact the subject of perjury was dealt with in a very antiquated and unsatisfactory manner. This has all been now changed, and the whole section has been re-written and brought up to modern requirements, modern forms of indictment having been added. A new chapter is supplied on the important subject of costs, which will no doubt be found very useful by solicitors. It would, however, take up a very great space to give any account of all the improvements in the new edition. One improvement, however, should be noticed which will strike everyone on first opening the book, and that is the index. In past editions the indices have been printed in a most confusing manner, and the sub-heads have been so crowded together that it was often very hard to find what was wanted quickly. The present index is very different. It is printed clearly and well. Each sub-head has a line to itself; so that almost at a glance one can see what is required.

The work includes all recent statutes bearing on its subject, and cases are reported which were decided at least as late as the end of November last, if not later. The Table of Statutes is improved in several respects, as the short title of each Act referred to is given, and the page on which the text is set out in full is indicated. The Table of Cases also is improved, the most useful change being the insertion of the date of each case cited. In this table, however, we have noticed a few mistakes in the references to the pages of the book, which seem to shew that the revision of the proofs of this part of the work has not been done quite so thoroughly as was the revision of the rest. On the whole, however, the editors are justified in feeling proud of their work, and the new edition will be found a boon to all practitioners in the criminal courts.

### RULING CASES.

RULING CASES. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, assisted by other Members of the Bar. WITH AMERICAN NOTES by IRVING BROWNE (VOL. XVIII.), and LEONARD A. JONES, LL.B. (Harv.), Judge of the Court of Land Registration of Massachusetts (VOL. XIX.). VOL. XVIII.: MORTGAGE—NEGLIGENCE. VOL. XIX.: NEGLIGENCE—PARTNERSHIP. Stevens & Sons (Limited).

The title-pages of these two volumes of "Ruling Cases" shew the importance of the subjects with which they deal. Nearly the whole of Volume XVIII. is devoted to a selection of authorities on the law of mortgages. "Negligence," which is begun in that volume, is continued through about a third of volume XIX., and of the



remainder of the volume by far the larger part is occupied with cases on "Partnership." The minor headings in the two volumes include "Musical Composition," "Mutual Covenants," and "Nuisance." The subject of "Negotiable Instruments" has already been dealt with under earlier titles—"Banker," "Bills of Exchange," &c.—and references to these titles are given accordingly. The selection of the cases on "Mortgage," and (for the main part) the English notes on that subject, were the work of the late Mr. L. G. Gordon Robbins, to whose death before the issue of Vol. XVIII. feeling reference is made in the preface. Mr. Campbell has also, unfortunately, to record the death of Mr. Irving Browne, who with so much industry and ability had contributed the American notes from the commencement of the series in 1894. This department of the work has now been undertaken by Mr. Leonard A. Jones, who is known in the United States as the author of treatises on Mortgages, Real Property, &c.

It must have been no light task to select the sixty-four cases which are given as illustrative of the law of mortgages. Important cases on mortgages are of continual occurrence, and on many points there are modern authorities which either alter or affirm the doctrines of the older ones. When the old case is simply affirmed, it is probably right to insert it as the leading case, and hence it is natural to see *Howard v. Harris* (1 Vern. 190) given as the authority for the rule, "once a mortgage, always a mortgage," though the rule has recently been affirmed by the House of Lords in *Salt v. Marquis of Northampton* (1892, A. C. 1), to which, by what seems to be an oversight, the notes do not refer to this connection. On the other hand, *Jennings v. Ward* (2 Vern. 520), which is also given as a leading case, has not stood the test of time so well, and since the decision of the Court of Appeal in *Biggs v. Hodkinson* (47 W. R. 84; 1898, 2 Ch. 307) the rule it lays down, that "a man shall not have interest for his money, and a collateral advantage besides for the loan of it," requires to be accepted with caution. We should almost have thought that *Biggs v. Hodkinson*, to which reference is made in the notes, might have taken the place of *Jennings v. Ward* as the ruling case. But, as we have said, the difficulty of selection is great, and it would be wrong to make much of casual omissions or of possible failures to give the latest ruling authority. A glance through the list of cases which have been given will shew the indebtedness of the profession to the late Mr. Robbins. Authorities to which the practitioner is frequently referring, and for access to which a library of reports is required, are here ready to his hand. We may notice *Tebb v. Hodge* (L. R. 5 C. P. 73), on the creation of equitable mortgages; *Keech v. Hall* (Doug. 21), on leases by mortgagors (not under the Conveyancing Act, 1881); *Huntingdon v. Huntingdon* (2 Br. P. C. 1), on the right of indemnity when a man mortgages his estate to secure the debt of another; *Pledge v. White* (1896, A. C. 187), the latest leading authority on the doctrine of consolidation; *Casborne v. Scarfe* (1 Atk. 603), which recognized the equity of redemption as an estate; *Warner v. Jacob* (20 Ch. D. 220), where Kay, J., declined to turn a mortgagee exercising his power of sale into a trustee for the mortgagor—a case re-enforced, as the notes point out, by *Farrar v. Farrars (Limited)* (40 Ch. D. 395) and *Kennedy v. De Trafford* (1896, 1 Ch. 762) (but no reference is given to the decision of the latter case in the House of Lords, with Lord Herschell's important judgment: 45 W. R. 671; 1897, A. C. 180); and the recent case of *Bailey v. Barnes* (1894, 1 Ch. 25), on the protection afforded by the legal estate. These examples shew that modern cases, as well as older ones, have been utilized for the purpose of the selection, and that the volume will be of great assistance in consulting the authorities on the law of mortgages.

Another field of great extent and of great importance is opened up under the head of "Negligence," and twenty-nine ruling cases have been selected to illustrate the subject—the first eight in Vol. XVIII., the remainder in Vol. XIX. The first of them—*Blyth v. Birmingham Waterworks Co.* (11 Ex. 781)—contains Baron Alderson's well-known definition of negligence as "the omission to do something which a reasonable man, guided upon those considerations which ordinarily regulate the conduct of human affairs, would do, or doing something which a prudent and reasonable man would not do." Other cases which are given include *Smith v. London and South-Western Railway Co.* (L. R. 6 C. P. 14), according to which negligence involves liability for unforeseen injury; *Indermaur v. Dames* (L. R. 1 C. P. 274) and *Heaven v. Pender* (11 Q. B. D. 503), on liability to persons who are upon premises by invitation, the latter containing the important rule of liability for negligence laid down by Lord Esher (then BRETT, M.R.); and *Priestley v. Fowler* (3 M. & W. 1) and *Wilson v. Merry* (L. R. 1 H. L. Sc. 326), on employer's liability. The subject of partnership, which, as we have already said, occupies the greater part of the remainder of volume XIX., is dealt with in thirty-six cases, among which *Cox v. Hickman* (8 H. L. C. 268) is usefully included, notwithstanding that its principle has been incorporated in subsequent legislation (referred to at p. 400). These two volumes of "Ruling Cases" will be found to worthily maintain the reputation of the series.

## BOOKS RECEIVED.

A System of Medicine. By many Writers. Edited by THOMAS CLIFFORD ALLBUTT, Regius Professor of Physic in the University of Cambridge. Vol. VIII. Macmillan & Co. (Limited).

Appeal Cases under the Sale of Food and Drugs Acts, 1875 and 1879, and the Margarine Act, 1887. By B. SCOTT ELDER, Chief Inspector of Food and Drugs and Weights and Measures for the County of Durham. Butterworth & Co.

Contracts in Restraint of Trade. By W. ARNOLD JOLLY, M.A., Barrister-at-Law. Second Edition. Butterworth & Co.

## CORRESPONDENCE.

## THE OLDEST SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—On the 6th of January you published a letter from me, in which I stated that in my belief Mr. Mourilyan, admitted in 1827, and practising in Paris, and whose name appears in the 1899 Law List, was the father of the profession. I regret to say that this very old gentleman has just died.

I have always taken an interest in the subject, for about thirty years ago I made the acquaintance of a solicitor who had then taken out seventy-five annual certificates! He had been admitted in 1795, dying, I think, in 1870. Several solicitors have been known to take out more than seventy certificates! The late Mr. Dawes was, I believe, among the number.

One would like to know whether there is any solicitor at present living who was admitted as far back as 1830. I know of none, but this is only negative information.

In your observations on my last letter you asked who was the father of the profession actually resident in Great Britain. At that moment I was a thousand miles away from home, and I had no convenient means of reference. Even now I do not speak with any certainty, though I think it will be found that the present father of the profession is one or other of the following three gentlemen, all of whom took out their certificates for 1899—viz., Mr. John Shaw, London, admitted H. 1831; Mr. Oehme, London, admitted M. 1831; Mr. Elcum, London, admitted M. 1832. FRANCIS K. MUNTON.

Paris, Feb. 24.

## REGISTRATION OF LEASEHOLD LAND.

[To the Editor of the Solicitors' Journal.]

Sir,—I have read the letter of your correspondent "E. S. W.," also your remarks under the head of "Current Topics," in your journal of the 10th of February.

Will you allow me to point out what appears to me to be a somewhat easy way of getting over the difficulty with reference to the mortgage of leasehold land which is already registered. First, the mortgagee takes the ordinary mortgage by sub-demise off the register, at the same time taking an instrument of charge, but not registering it at the time; then the mortgagee takes a deposit of the land certificate (and also all the title-deeds if the land is registered with a possessory title), and gives notice of the deposit of the land certificate to the registry under rule 200 of the 1898 rules. The mortgagee would then be in a position at any time he pleases to register the instrument of charge which will clothe him with all the necessary powers of a mortgagee, whilst as the notice of deposit of the land certificate will operate as the lodgment of a caution under the 53rd section of the Act of 1875, he will have notice of any intended dealing with the land and can thereupon immediately protect himself by registering the instrument of charge. It is not easy, however, to see how there could be any dealing with the land, seeing that the mortgagee would hold the land certificate, which would have to be produced by any person desirous of dealing with the land on the register. With regard to stamp duty, it is only necessary to stamp the mortgage off the register and produce it whenever it is desired to register the charge and no further stamp duty is required.

The advantage of this course appears to be the great saving of fees, considering that a very small proportion of mortgages ever have to be realized, so that in the large majority of cases the whole of the fees of the Land Transfer Office will be saved, as the mortgagee would not register the instrument of charge until he saw he would be compelled to realize, and there appears to be no time limited within which it is compulsory to register an instrument of charge. In addition to the above I might mention that the fee on lodging the notice of deposit is only 1s., whereas on placing a "restriction" on the land, as has been suggested, the fee would be 10s.

Feb. 24.

X. Y. Z.

[See observations under "Current Topics."—ED. S.J.]

## COSTS IN COUNTY COURTS.

[To the Editor of the Solicitors' Journal.]

Sir,—I enclose for publication correspondence which has passed

between myself and Mr. Pritchard, registrar of the Lambeth County Court, relative to three actions in which he, acting upon a general rule—although professing to exercise discretion in each case—disallowed all costs, except court fees, on the ground, practically, that it was unnecessary for a solicitor to have been employed. If this test is to be applied to every case by different officials, in what percentage of cases may solicitors expect costs to be allowed?

I was acting for a labour loan society (interest  $7\frac{1}{2}$  per cent. per annum), the treasurer, plaintiff, a working man, against three debtors who had signed promissory notes and made payments on account. I issued ordinary summonses and attended the hearings. In A.'s case costs of issuing summons 8s. and attendance 10s. should have been allowed, and in B. and C.'s cases respectively issuing fees 4s. and attendance fees 7s., making a total of £2. The amount is small, but the principle is large.

I placed the facts before the Incorporated Law Society on the 8th of December, and on the 17th inst. received the advice of the committee calling my attention to the *Marylebone County Court* case in 1890. I think the Lambeth decisions should be tested, and with reasonable co-operation and assistance, I shall be glad to take the necessary proceedings with that object.

H. ANDERSON.

2, Mitre-court, Temple, London, E.C., Feb. 23.

The following are the letters referred to by our correspondent:

2, Mitre-court, Temple, E.C., 19th Feb., 1900.

Dear Sir,—

*Terrell v. Laurence*, Plaintiff C. 6421.

*Terrell v. Symes*, Plaintiff C. 6422.

*Terrell v. Bartlett*, Plaintiff C. 6424.

These actions were heard before you on the 8th of December last, when judgment was entered for my client the plaintiff for the amount claimed in each case, defendants not disputing. You disallowed my fees as solicitor on each of these summonses, both for issuing summons and for attending the hearing, on the ground that it had been the practice of the Lambeth County Court for many years not to allow solicitors' costs in cases where plaintiffs sue for a balance upon a promissory note. As I informed you that I should do, I at once submitted the facts to the Incorporated Law Society, and have this morning received the advice of the committee, who have considered the practice in question. They direct my attention to a case, *Regina v. The Judge of the Marylebone County Court*, decided on the 6th of May, 1890, reported in the *SOLICITORS' JOURNAL* of the 10th of May, 1890, p. 459, the decision of the Divisional Court, Mathew and Grantham, JJ., being that the county court judge was not justified in acting upon a general rule as to costs, but must exercise his discretion in every case. There was no exercise of discretion in disallowing my fees in these three cases, especially in disallowing the fees for issuing the summonses, but you acted upon a general rule. I shall, therefore, be glad to learn whether you will now, upon the authority I have cited, amend the record in these three cases by adding the proper costs which I conceive you would not have disallowed had I been prepared at the time with the decision of Mathew and Grantham, JJ. It is my intention, if necessary, to take the opinion of the Queen's Bench Division on the practice of your court, and I shall feel obliged for an intimation whether the proper costs will be added to the judgments without formal application being made to the judge or other proceedings.—I am, dear sir, yours faithfully,

H. D. Pritchard, Esq.,

Registrar, Lambeth County Court.

Lambeth County Court, Camberwell New-road,  
20th February, 1900.

Dear Sir,—

*Terrell v. Laurence*, C. 6421.

*Terrell v. Symes*, C. 6422.

*Terrell v. Bartlett*, C. 6424.

In answer to yours of the 19th instant, I am afraid you have misled the Incorporated Law Society. I decided in each of these cases that the plaintiff having lent his money and got a promissory note for it, which he himself witnessed and on which he had himself received instalments, did not require any legal skill to recover the balance, and I did add that that view had been sanctioned by many judges of this court, but I exercised a discretion in each individual case, and did not mention any rule upon the subject. Under these circumstances I cannot alter the decision which I rightly gave in each of these cases.

I am sorry not to be able to meet you in any other way.—I am, dear sir, yours truly,

H. D. PRITCHARD, Registrar.

H. Anderson, Esq., 2, Mitre-court, Temple, E.C.

Dear Sir,—

2, Mitre-court, Temple, E.C., 21st Feb., 1900.

*Terrell v. Laurence*.

*Terrell v. Symes*.

*Terrell v. Bartlett*.

I am in receipt of your letter of 20th inst., and think that your fear that I have misled the Incorporated Law Society is baseless. I observe you say that the grounds of your decision were that the plaintiff "did not require any legal skill to recover the balance," which can equally well be applied to actions for goods sold, or any other simple contract debt, where payments have been made on account by the debtor, and as this, in my judgment, raises a question of considerable importance to the legal profession I purpose sending a copy of the correspondence to the Incorporated Law Society and the legal papers with a view to such further steps as may be considered necessary.—I am, dear sir, yours faithfully,

H. ANDERSON.

H. D. Pritchard, Esq.,

Registrar, Lambeth County Court.

[See observations under "Current Topics."—ED. S.J.]

## CASES OF THE WEEK.

### House of Lords.

SEATON v. BURNAND. 27th Feb.

INSURANCE—GUARANTEE OF SOLVENCY—LLOYD'S POLICY—DIRECTION TO JURY—MATERIAL FACTS—CONCEALMENT.

Appeal from a judgment of Court of Appeal (A. L. Smith, Collins, and Romer, L.J.J.), reported 47 W. R. 487; 1899, 1 Q. B. 782. In December, 1897, the appellant, who is a married lady, advanced by way of loan to Major-General Barwell the sum of £12,375 in cash, taking from him his promissory note at six months for £15,000. The appellant charged Major-General Barwell between 30 and 40 per cent. interest for the loan, and in addition thereto she took the guarantee of Sir F. Seager Hunt to secure its repayment. Moreover, she insisted upon the further security of a policy at Lloyd's for the purpose of insuring the solvency of Sir Seager Hunt to the extent of £15,000. On negotiating for the policy nothing was said as to the interest she was charging the Major-General nor as to the way the £15,000 was made up. Lloyd's underwrote the required policy; it was upon this policy they were sued in the present action. At the trial before Bigham, J., the questions put to the jury were, Was the transaction one of exceptional risk? to which the jury answered No, and a further question approved by respondent's counsel as to the information relied upon. Bigham, J., directed judgment to be entered for the plaintiff, the present appellant. Upon the respondent's motion for a new trial or judgment, the court granted a new trial, against which the present appeal was brought. It was contended that the judge's summing up was adequate, that he had directed the jury as to the substantial questions necessary, and that all the facts were before the jury, who found that any material facts necessary for the respondent to know were before him.

THE HOUSE allowed the appeal.

The Earl of HALSBURY, L.C., after shortly stating the nature of the case and giving an outline of the facts, continued: The case set up by the respondents was not that there was anything affecting the solvency of Sir F. Seager Hunt, but that the whole transaction should have been explained to those who were going to enter into the policy. I entirely differ, and cannot agree that any such circumstance could or ought to have affected the mind of anyone entering into this contract. I do not think any such idea occurred to any of these gentlemen. As business men, what did they do? Did they inquire into the original loan or how it came to be made? No; they did the natural thing to do. They inquired at the bank into the commercial reputation of Sir F. Seager Hunt, and then they entered into this contract. It appears to me that this was the beginning and end of the whole case. There was no protest that anything had been kept back, nothing known to the appellant which could have affected Hunt's credit, except what was afterwards said about the nature of the loan itself. To my mind that was the whole question and the parties could not go back further. It was easy to use the phrase "the whole transaction must be explained." If by that was meant the only thing guaranteed—viz., Hunt's solvency, the respondent knew all there was to be known. There was not a fragment of evidence bearing upon this question. But it was said that this was not an ordinary transaction. I do not know what that meant. The transaction itself, one of guarantee of somebody's solvency who was liable for somebody else's debt, was itself of a somewhat extraordinary character. But all this was known, it was the very nature of the transaction. I was not aware before this case that arrangements of this kind were made the subject of policies at Lloyd's. Then after the event it was said that the underwriters ought to have known the circumstances of the loan and ought to have had their minds directed to them. People often persuaded themselves as to what they would have done if the circumstances had been different. So then it was said that the underwriters would not have taken this risk if they had known the loan was to be at 30 per cent. I decline to discuss whether or not the loan was actually made at that time. That question was never essentially contested. What was put before the judge and stated by him much more favourably to the defendants than I would myself have stated it was that £15,000 was the gross sum to be paid, not so much interest and so much principal, but a lump amount. Business men would know that interest was included; and, if they had thought it material, would have inquired into the items. The first was distinctly put before Mr. Burnand in cross-examination, who said that no question was asked about interest. Mr. Burnand said it would have been material to know if it had been as much as 30 per cent. But they thought it might be 8 or 9 per cent., as it was a friendly transaction. During the argument I observed that 8 or 9 per cent. was a strange rate to charge in a friendly transaction. But the whole case shewed that it was idle to base the matter on the information given or withheld of the character of the loan. This admission of Mr. Burnand's was decisive. The verdict of the jury in this case was the only possible one. At the trial the judge gave counsel the opportunity of asking whether any other question should be put, and the defendant's counsel suggested no additional question and no variation of those put. In conclusion his lordship said it would be a loose mode of administering justice to permit



the issues to be submitted to another jury, and moved that the decision of the Court of Appeal should be reversed.

Lords MACNAGHTEN, MORRIS, SHAND, DAVEY, JAMES, BRAMPTON, and ROBERTSON concurring, the appeal was accordingly allowed.—COUNSEL, *Sir E. Clarke, Q.C., Joseph Walton, Q.C., Scrutton; Sir R. Reid, Q.C.; Lawson Walton, Q.C., Carson, Q.C., Chitty, and F. Newbold.* SOLICITORS, *Thos. Cooper & Co.; Morten, Cutler, & Co.*

[Reported by C. H. GRAFTON, Barrister-at-Law.]

### Court of Appeal.

**BRENDA STEAMSHIP CO. (LIM.) v. GREEN.** No. 1. 22nd Feb.

SHIP—CHARTER-PARTY—"ALONGSIDE" STEAMER—"ANY CUSTOM OF THE PORT NOTWITHSTANDING."

Appeal from the judgment of Mathew, J., reported in 4 Com. Cas. 209. The plaintiffs were the owners of the steamship *Brenda*, and the defendants were the charterers. By the charter-party the steamer was to proceed to the Surrey Commercial Docks, and there deliver a cargo of timber, "the cargo to be brought to and taken from alongside the steamer at charterers' risk and expense, any custom of the port notwithstanding." It was admitted that, in the absence of any provision in the charter-party negating it, there was a custom in the Port of London with regard to timber ships which enlarged the ordinary meaning of "alongside" and "delivery" by requiring the shipowner to do work outside his ship, in placing the timber in the barge or on the quay, but that such custom did not require him to stow the timber in the barge or to stack it on the quay. The plaintiffs claimed to recover the cost of discharging the cargo from the ship's rail into barges and on to the quay, which they had been obliged to pay. The defendants contended that by the custom of the port the cost fell upon the shipowners, and that the custom was not excluded from the charter-party, the words "any custom of the port notwithstanding" being applicable only to the words immediately preceding, "at charterers' risk and expense," and not to the words, "to be brought to and taken from alongside the steamer." Mathew, J., held that the custom was excluded, and gave judgment for the plaintiffs. The defendants appealed.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said that, apart from any custom, the shipowner had only to offer the cargo over the ship's rail to the consignee, whose duty it was to take it from the shipowner there. The operation of unloading had been called a joint operation, the shipowner bringing the cargo to the ship's rail, and the consignee taking it from there. In the present case, in his opinion, the charter-party excluded any custom of the port. That exclusion applied to the whole sentence. Therefore the ordinary law applied, and the expense of taking the cargo from the ship's rail fell upon the charterers.

COLLINS and ROMER, L.JJ., agreed.—COUNSEL, *English Harrison, Q.C., and D. C. Leek; T. E. Scrutton.* SOLICITORS, *Lowless & Co.; Botterell & Roche.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**CASS v. BUTLER.** No. 1. 24th Feb.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—"UNDERTAKERS"—SUB-CONTRACTOR—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), ss. 4, 7.

Appeal from the decision of Judge Greenhow, sitting at the Leeds County Court, under the Workmen's Compensation Act, 1897. The respondent on the appeal was the widow of a deceased workman, Henry Cass, who at the time of the accident was in the employment of the appellant, and she claimed compensation under the Act. A builder and contractor named Gould had entered into a contract with the Corporation of Leeds to build for them an electrical station. Gould then entered into a sub-contract with the appellant, whereby the latter undertook to do the painting work of the whole of the building. Cass was one of the men employed by the appellant on the painting of the building. While Cass was standing on a scaffolding, which belonged to Gould and was used in the construction of the building, painting the girders of the roof, a plank broke, and he fell down, and was killed. The building at the time of the accident exceeded thirty feet in height. It was admitted that the building was being painted for the first time. It was contended that a sub-contractor was not an "undertaker" within the meaning of the Act, and that painting was not "construction." *Wood v. Walsh & Sons* (47 W. R. 504; 1899, 1 Q. B. 1009) was referred to. The county court judge held that the appellant was an "undertaker," and that the painting of the new building was "construction." He accordingly made an award in favour of the respondent for £235 6s.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that it was unnecessary to decide whether the painting for the first time of this new building was construction within the meaning of section 7, because, in his opinion, the appellant did not come within the definition of "undertakers" in section 7, sub-section 2. So far as material, "undertakers" were defined as meaning, in the case of a building, the persons undertaking the construction, repair, or demolition. In his opinion Gould was the undertaker in the present case, as he undertook the construction of the building. A sub-contractor was not an "undertaker" within the Act. Section 4 made it perfectly clear that that was so. This was not like the case of *Mason v. A. R. Dean (Limited)* (16 Times L. R. 212), where the building owner made a contract with a builder for the construction of a building, and by that contract reserved

to himself the right to let out certain parts of the construction to other contractors. A firm of decorators contracted with the building owner to do the decorative work, and they were held to be "undertakers" within the Act. That was very different from the case of a sub-contractor.

COLLINS and ROMER, L.JJ., agreed.—COUNSEL, *Bugg, Q.C., and A. Powell; Temple Franks.* SOLICITORS, *W. Hurd & Son, for H. A. Child, Leeds; Hamlin, Grammer, & Hamlin, for C. Dunn, Leeds.*

[Reported by W. F. BARRY, Barrister-at-Law.]

**GREENWELL AND ANOTHER v. HOWELL AND ANOTHER.**

No. 1. 27th Feb.

PRACTICE—COSTS—SOLICITOR AND CLIENT COSTS—PERSONS ACTING IN EXECUTION OF A PUBLIC DUTY—ACTION AGAINST PERSONS ACTING BY DIRECTION OF A PUBLIC BODY—PUBLIC AUTHORITIES PROTECTION ACT, 1893 (56 & 57 VICT. c. 61), s. 1—LOCAL GOVERNMENT ACT, 1894 (57 & 58 VICT. c. 73), s. 26.

Appeal from the judgment of Bruce, J., ordering the plaintiffs to pay the defendants' costs to be taxed as between solicitor and client. The plaintiffs were the owners of land, and a dispute arose as to the existence of an alleged public right of way over their land at Godstone, in Surrey, which the plaintiffs had obstructed. The district council having failed to take proceedings to establish the right of way, the Surrey County Council, in pursuance of section 26 of the Local Government Act, 1894, passed a resolution that the powers of the district council should be transferred to them. Thereupon a correspondence ensued between the plaintiffs' solicitors and the clerk of the county council, and in the result a letter was written on behalf of plaintiffs to the clerk stating that, as the plaintiffs had no desire to place themselves in opposition to the properly-constituted highway authority in this matter, they had removed the obstructions complained of, in no way admitting, however, that the way was in any sense a public way, and that they would prosecute anyone trespassing thereon; and that, in order that the question of right might be tried before a competent tribunal, the plaintiffs were prepared to bring an action of trespass against any person so trespassing, and suggesting that the question of right might be conveniently raised by the county council authorizing their surveyor, or some other person on their behalf, to commit a nominal trespass. The defendants, who were the county surveyor and the deputy clerk of the county council, accordingly, by the direction of the county council, drove along the way. The present action was then brought. Bruce, J., came to the conclusion that a public right of way existed, and gave judgment for the defendants. Upon the application of the defendants he ordered the plaintiffs to pay the defendants' costs as between solicitor and client under section 1 of the Public Authorities Protection Act, 1893. That section provides that where any action, prosecution, or other proceeding is commenced against any person for any act done in pursuance of or execution or intended execution of any Act of Parliament, or of any public duty or authority, the following provisions shall have effect: (b) Wherever in any such action a judgment is obtained by the defendant, it shall carry costs to be taxed as between solicitor and client. The plaintiffs appealed from the order as to costs, contending that the Act only applied where the action was brought against the public body, and not against individuals.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal, holding that, as the county council were acting in pursuance of a public duty under section 26 of the Local Government Act, 1894, any person acting under their mandate and by their direction was within the protection of section 1 of the Public Authorities Protection Act, 1893. The plaintiffs were therefore liable to pay costs to be taxed as between solicitor and client.—COUNSEL, *Neville, Q.C., and McSwiney; Jelf, Q.C., and George Humphreys.* SOLICITORS, *Norton, Rose, Norton, & Co.; Wyatt & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

### High Court—Chancery Division.

**HUCKLESBY v. HOOK.** Buckley, J. 16th Feb.

VENDOR AND PURCHASER—SALE OF LANDS—MEMORANDUM IN WRITING—SIGNATURE OF PARTY TO BE CHARGED—PRINTED HEADING CONTAINING NAME—STATUTE OF FRAUDS (29 CAR. 2 c. 3) s. 4.

This was an action for specific performance of an alleged agreement for the sale of certain land at Clacton-on-Sea to the plaintiff, and the question was whether the Statute of Frauds barred the action. On the 3rd of April, 1899, the plaintiff called upon the defendant, the proprietor of the Warwick Castle Hotel, Clacton-on-Sea, at the hotel, and offered to purchase the land, the subject of this action. The plaintiff at this interview wrote the following on a sheet of the defendant's hotel note paper, having the words in italics printed at the head of the paper: "*The Warwick Castle Hotel, Pier Avenue, Clacton-on-Sea, Sole Proprietor Wm. Thos. Hook. 285, St. Ann's-road, Stamford-hill, N. April 3rd, 1899. T. Hook, Esq. Dear Sir,—I hereby agree to give you the sum of five hundred and ninety pounds for the piece of land at the corner of Marine-parade and Tower-road. Please instruct your solicitor to forward the contract to me. Signed, F. J. Hucklesby. 6, Marine-parade.*" Next day the defendant received a letter from the plaintiff dated the 4th of April, with a cheque for £50, expressed to be in payment of deposit. By letter dated the 7th of April, the defendant informed the plaintiff that the property was not for sale, and returned the plaintiff's cheque. The plaintiff, however, insisted that the defendant had entered into a binding agreement for sale of the property, and relied on the letter afore-

said as a sufficient memorandum within section 4 of the Statute of Frauds. The court found that the defendant took the paper on which the plaintiff wrote the aforesaid letter out of a paper rack, and that the letter was not written, as alleged, at the defendant's dictation, but that the defendant wanted the plaintiff to put something in writing; the plaintiff asked what he wanted, and the defendant answered in general terms, and then the plaintiff wrote the letter aforesaid. It also appeared that the plaintiff asked the defendant to countersign it, but he refused, saying, "I never sign documents except in presence of my solicitor." Counsel for the plaintiff cited *Schneider v. Norris* (2 Maule & S. 286), *Torret v. Cripps* (27 W. R. 706), and *Evans v. Hoare* (40 W. R. 442; 1892, 1 Q. B. 593), as showing that the printed heading containing the defendant's name amounted under the circumstances to signature of the document by the defendant for the purpose of the statute.

BUCKLEY, J.—I think the plaintiff's case fails. In the first place I am of opinion that the printed words at the head of the paper are not any part of the note or memorandum at all. The use of writing or printing an address is that the person addressed may know where to send his answer, and when the plaintiff wrote his own address underneath the defendant's printed heading, he did what was, in my opinion, equivalent to striking out the printed words. The cases cited all proceed on the principle that signing for the purpose of the statute does not necessarily mean writing your name, it is enough if the document be ratified in some way or another by the writing of the person to be charged. In *Schneider v. Norris* the document contained in print the defendant's name, and the defendant himself wrote some part of the document. In *Evans v. Hoare* the defendant, by his agent, wrote the whole, and the document contained his name. *Torret v. Cripps* proceeded on a somewhat different principle. There the defendant wrote and sent the letter, but it was not signed by him, and the principle is that if such a document is recognised by the defendant sending it to the plaintiff, that is enough to satisfy the statute. Here the defendant wrote no part of the document, and the other facts do not help the plaintiff.—COUNSEL, *E. Ford; Astbury, Q.C., and J. H. Gray.* SOLICITORS, *Herbert Reeves & Co.; Speechly, Mumford, Rogers, & Craig, for Prior & Young, Colchester.*

[Reported by J. F. WALEY, Barrister-at-Law.]

**BALDWIN v. SMITH.** Byrne, J. 27th Feb.

LUNATIC—CONTRACT FOR PURCHASE OF REAL ESTATE BY LUNATIC—CONTRACT ORDERED TO BE CARRIED OUT BY COURT—CONVERSION.

The proceedings in this matter were commenced by writ, and a statement of claim and defence had been delivered. By an order of the 8th of February, 1900, the case was set down for argument on a point of law. The facts were as follows: The plaintiffs were the next-of-kin and the defendants were the co-heiresses of one William Baldwin, deceased. In June, 1890, Baldwin, who, according to the statement of claim, was at the time and at all material times of unsound mind, purported to bid at a sale of real estate and was declared by the auctioneer to be the purchaser. On the 2nd of May, 1891, Baldwin was adjudged a lunatic, and one Righton was appointed his committee. By an order dated the 12th day of August, 1892, it was ordered by the Master in Lunacy that the said contract be carried into effect, and that the Masters in Lunacy do settle and approve an assurance of the hereditaments to the lunatic, and that the said Righton as such committee do pay the balance of the purchase-money. By an order in Lunacy of the 7th of August, 1895, the committee was directed to call in a mortgage debt of £1,000 belonging to the lunatic's estate and to complete the purchase. Pursuant to the order, the committee paid the purchase-money out of the said mortgage moneys and otherwise out of the lunatic's personal estate. Nothing was said in the orders as to the conversion of the property as between the lunatic's heiresses and his next-of-kin, and the point was said to have been expressly left open. The point of law for the decision of the court was whether, assuming Baldwin to have been of unsound mind at the date of the contract, the orders of the 14th of August, 1892, and the 7th of August, 1895, effected a conversion so as to bind his next-of-kin.

BYRNE, J., held that the effect of the two orders was to effect a conversion of such parts of the personal estate of the lunatic as were applied under such orders.—COUNSEL, *Rouden, Q.C., and Buckmaster; Levett, Q.C., and Napier.* SOLICITORS, *Crowders, Vizard, & Oldham; Smiles & Co., for E. S. Wood, Winchcomb.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**EVANS v. JUSTICES OF CONWAY.** Div. Court. 8th and 9th Feb.

LICENSING APPEAL—PROCEDURE—RENEWAL OF LICENCE—QUARTER SESSIONS—LICENSING JUSTICES NOT REPRESENTED—EVIDENCE BY APPELLANT.

This was an appeal against the decision of the justices sitting at the adjourned general annual licensing meeting held at Conway, in the county of Carnarvon, on the 25th of September, 1899, refusing to renew the licence of the Royal Oak Inn, Conway. The appeal came on for hearing at the general quarter sessions of the peace for the county of Carnarvon on the 19th of October, 1899, when that court confirmed the decision of the licensing justices. The following facts were proved or admitted: The appellant was the holder of a licence for the sale of intoxicating liquors in respect of a house known as the Royal Oak Inn, Conway. The appellant appeared by counsel in support of the appeal and to apply for the renewal of the licence. No one appeared on behalf of the justices who sat at the adjourned annual licensing meeting. A solicitor appeared for the

Rev. T. G. Roberts, who had objected to the renewal of the licence at the adjourned general annual licensing meeting. It was contended on behalf of the appellant that the solicitor for the Rev. T. G. Roberts had no *locus standi*, and that as no one appeared on behalf of the justices, the appellant was entitled to have his appeal allowed and his licence renewed. The court of quarter sessions overruled these contentions and decided to hear the appeal; thereupon counsel for the appellant, having formally proved that due notice of the appeal had been served upon all justices who sat at the adjourned general annual licensing meeting, and that the appellant together with two sureties had duly entered into the required recognizances, applied for the renewal of the licence. The court thereupon without hearing any evidence on behalf of the respondents and in opposition to the renewal of the said licence, dismissed the appeal and refused to renew the said licence. The question for the opinion of the court was whether the court of quarter sessions were right. For the appellant it was now contended that the court of quarter sessions was wrong. The only parties to an appeal to quarter sessions are the appellant and the justices. A private objector cannot be heard: *Boulter v. Kent Justices* (46 W. R. 114; 1897, A. C. 556), *Tynemouth Corporation v. Attorney-General* (1899, A. C. 283). The justices did not appear. The burden of proof lay on them to show that the appellant was not entitled to have his licence renewed: *Sharpe v. Wakefield* (39 W. R. 561; 1891, A. C. 173). The appellant had by section 42 of the Licensing Act, 1872, a *prima facie* right when before the licensing magistrates to a renewal, and this same principle was extended to quarter sessions: *Whiffin v. Malling Justices* (40 W. R. 293; 1892, 1 Q. B. 362). If this were not so the appellant would be in a worse position than when before the licensing justices. If the appeal was a rehearing it was a rehearing *de novo*, and all evidence of objection must be given on oath. If no such evidence were given the appellant would be entitled to his renewal. For the respondents it was contended that the onus of proof lay on the appellant. The hearing before the quarter sessions was a mere inquiry to see if the renewal should be granted. The quarter sessions were no more a judicial court when conducting the hearing than were the licensing justices: *Reg. v. Staffordshire Justices* (1898, 2 Q. B. 231).

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal.

CHANNELL, J., in giving judgment, said: The case of *Boulter v. Kent Justices* decided that in proceedings at the annual licensing meeting the objector was not a party, and that there was no power to order costs against him. In *Tynemouth Corporation v. Attorney-General* it was held that an objector could not appear on a licensing appeal to quarter sessions. The justices might appear, but they are not bound to do so. In this case no one was present to represent the licensing justices. Counsel for the objector appeared, and appellant's counsel objected that he had no *locus standi*, but the objection was overruled. The court asked the appellant's counsel what he had to say, but he confined himself to proving the notices of appeal and the recognizances, and refused to give the court any further information. The court was entitled to have information. The appellant proved that he held a licence for the preceding year; he was, therefore, in the position of a person having a *prima facie* right to a renewal, yet the decision of the licensing justices was sufficient to displace that right if the appellant refused to go on and give evidence of his qualification to hold the licence. He was not entitled to have his renewal as a matter of course.

BUCKNILL, J., delivered judgment to the same effect. Appeal dismissed. Leave to appeal given.—COUNSEL, *Ellis Griffith; Trevor Lloyd.* SOLICITORS, *Belfrage & Co., for Chamberlain & Johnson, Llandudno; Edwards & Cohen, for D. Owen & Griffith, Bangor.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

**ADAMSON (Appellant) v. MILLER (Respondent).** Div. Court. 7th Feb.

LOCAL GOVERNMENT—TRAMCARS—OUTSIDE LIGHTS—BYE-LAWS MADE LOCALITY COUNCIL—METROPOLITAN PUBLIC CARRIAGES ACT, 1869 (32 & 33 VICT. c. 115), s. 9.

This was a case stated by Cecil M. Chapman, Esq., Metropolitan police magistrate, sitting at Clerkenwell. On the 16th of February, 1899, an information was preferred by the respondent, an inspector of police, against the appellant, for that he being the owner of a metropolitan stage carriage, which was driven upon a highway during the period between one hour after sunset and one hour before sunrise, did unlawfully fail to cause to be fixed outside such vehicle, on the off-side thereof, a lamp shewing a white light, contrary to bye-law No. 3 made by the London County Council on the 19th of July, 1898, relating to lights to vehicles, in pursuance of the Local Government Act, 1888. This bye-law provides as follows: "The owner of every vehicle which shall be driven or be upon any highway during the period between one hour after sunset and one hour before sunrise, shall cause to be fixed outside such vehicle, and on the right or off-side thereof, a lamp which shall be so constructed and placed as to exhibit a white light visible in the direction in which the vehicle is proceeding and sufficient to afford adequate means of signalling the approach or position of the vehicle, and the person in charge of such vehicle shall during the said period keep such lamp properly lighted. This bye-law shall not apply to any vehicle which is by any statutory enactment or by any rule, regulation, or order made under any statutory enactment and for the time being in force required to carry a lamp outside such vehicle. Any person who shall offend against this bye-law shall be liable for every such offence to a fine not exceeding 40s. The magistrate convicted the appellant. Upon the hearing of the information it was proved that the said carriage was one of the tramcars worked by the North Metropolitan Tramways Co. on the lines laid down in Clerkenwell-road, and that the appellant was the owner of it within the meaning of the Metropolitan Public Carriage Act, 1869 (32 & 33 Vict. c.



115). The tramcar carried a light which complied with the above bye-law in every respect, except that it was a coloured light instead of a white light. The object of the light being coloured was to denote the destination of the car, and to distinguish it from others on the same line which were bound to different destinations. It was admitted that the use of distinguishing lights had been in existence since the cars first ran, and was a convenience to the public. The tramcar in question was licensed under the Metropolitan Public Carriage Act, 1869. Bye-laws which are still in force were made by the Metropolitan Board of Works in 1874 under the provisions of the Tramways Act, 1870, but none of them refer to lighting. For the appellant it was contended that the bye-law was *ultra vires* and void; tramways and tramcars were under the exclusive control of the Home Secretary. The bye-law was also unreasonable.

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal. CHANNELL, J., in giving judgment, said it was true the Home Secretary has control over tramcars as tramcars, but the London County Council has power to make bye-laws for the good government of their district, and they had power to make bye-laws enforcing the use of lights on vehicles using the highways during the hours of darkness. The bye-law in question contained a proviso excepting vehicles which were already required by some regulation to carry a light. No such regulation had ever been made by the Home Secretary as regards tramcars. This bye-law, therefore, applied to tramcars, and the county council, in making it, had acted within their powers. Nor was this bye-law unreasonable. Tramcars were quite as dangerous as other vehicles, and there being no other statutory obligation as to what lights tramcars should carry, this bye-law would apply to them. Section 9 of the Metropolitan Public Carriages Act, 1869, had been referred to, and that section said that lights should be carried outside hackney carriages "in such manner as is prescribed," but no requirements had been prescribed under it and therefore no obligation existed under that section.

BUCKNILL, J., concurred. Appeal dismissed.—COUNSEL, C. W. Mathews; Bartley Dennis; F. C. Richardson. SOLICITOR, H. C. Godfray.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

REG. v. DE GREY. *Ex parte KING'S LYNN DOCKS, &c., CO.*  
Div. Court. 6th Feb.

POOR RATE—APPEAL AGAINST ASSESSMENT TO QUARTER SESSIONS—PARISH COUNCIL—SERVICE OF NOTICE UPON—SERVICE OF PROPER NOTICE NOT A CONDITION PRECEDENT TO ENTERTAINING APPEAL.

This was a rule *nisi* obtained at the instance of the King's Lynn Docks and Railway Co. for a *mandamus* directed to the Hon. John De Grey, Recorder of King's Lynn, calling upon him to shew cause why the rule should not be made absolute commanding him to hear and determine, or to enter and respite, two appeals between the King's Lynn Docks and Railway Co. and the Assessment Committee of the King's Lynn Poor Law Union, with respect to two several rates or assessments made for the relief of the poor of the parish of St. Margaret's, in the borough of King's Lynn, dated respectively the 21st of November, 1898, and the 26th of May, 1899. The rule *nisi* was obtained on the grounds (1) that the town council of King's Lynn were not entitled to notice of the appeals; (2) that if they were entitled to notice they had had it; (3) that in any event the appeals ought to have been entered and respite. The King's Lynn Docks and Railway Co. appealed to the recorder from the two poor rates. The notices of appeal were addressed to "the churchwardens and overseers of the poor of the parish of St. Margaret's in the borough of King's Lynn in the county of Norfolk, and to the assessment committee of the King's Lynn Poor Law Union." These notices were served upon the clerk of the peace of the borough of King's Lynn, who also held the office of town clerk. The recorder refused to hear the appeals upon the ground that notices had not been served upon the town council of the borough. The following cases were referred to during the arguments: *Regina v. Justices of Kent* (80 L. T. R. 622), *Regina v. White* (14 Q. B. D. 358), *Regina v. Eyre* (6 E. & B. 992, 7 E. & B. 609), *Regina v. Justices of Wilts* (8 B. & C. 380), *Regina v. Surrey Justices* (6 Q. B. D. 100), *Shrewsbury Railway Co. v. Leominster Overseers* (21 J. F. 149), *Liverpool United Gaslight Co. v. Everton* (19 W. R. 412, L. R. 6 C. P. 414).

THE COURT (CHANNELL and BUCKNILL, JJ.) made the rule absolute.

CHANNELL, J., said the real question was whether the decision of himself and Darling, J., in *Regina v. Justices of Kent* was right or not. Of course, in another court before other judges, there might have been a question whether it was binding or not, but the rule was moved before Darling, J., and himself, and he thought he had his learned brother's authority, from what passed there, to say that he would concur in the view he (Channell, J.) took now. There were two points decided in that case. One was that by the operation of the Local Government Act a parish council had become substituted for overseers in all matters relating to appeals against the poor rate. He was not prepared to say that that was wrong after hearing it more fully argued. But there was another point—namely, that in the case of appeal against a poor rate, the giving of proper notice was a condition precedent to the hearing and determination by the court of quarter sessions. That decision had been given by them *per incuriam*. Perhaps the stronger thing to say was that it was a mistake. It arose from their attention not being called to the fact that there was a difference in the Act of 17 Geo. 2, c. 38, on this point and the other Acts under which it had been held that notice of appeal was a condition precedent to the hearing. They had not had their attention drawn specifically to the difference between poor rate and other appeals. They were not bound to follow that case, because, on the face of the report, their attention was not called to the three very strong cases: *Shrewsbury Railway Co. v. Leominster Overseers*, *Liverpool Gas Co. v. Everton*, *Reg. v. Surrey Justices*. That being so, the learned recorder had

jurisdiction, assuming he had come to the conclusion that the right notices had not been given, to entertain the appeal and direct it to be adjourned according to the provisions of the statute of Geo. 2. It was not necessary that a formal application for adjournment should have been made. Although the recorder was right, having regard to the fact that *Regina v. Justices of Kent* was cited to him, yet he had jurisdiction to entertain the case and order an adjournment, and therefore the *mandamus* must go.

BUCKNILL, J., concurred.—COUNSEL, Marshall, Q.C., and Cunningham Glen; Littler, Q.C., and F. K. North. SOLICITORS, Burton, Yeates, & Hart, for Coulton & Son, Lynn; and Crossman, Pritchard, Crossman, & B lock, for Seppings & Wilkin, Lynn.

[Reported by P. B. DURNFORD, Barrister-at-Law.]

FARNHAM FLINT, &c., CO. v. FARNHAM UNION. Div. Court.  
20th Jan. and 15th Feb.

RATING—APPEAL FROM QUARTER SESSIONS—GRAVEL PIT—METHOD OF RATING WHEN PARTIALLY EXHAUSTED.

Appeal, by case stated, from the decision of the justices of Surrey sitting in quarter sessions, reversing the decision of the special sessions confirming a poor rate for the Parish of Farnham, in which the Farnham Flint, Gravel, and Sand Co. were rated as occupiers of a gravel pit. The Farnham Flint, &c., Co. entered into three agreements with the owner of a bed of gravel, which were dated the 24th of June, 1897, the 15th of April, and the 14th of November, 1898, respectively, by which they bought of him the gravel in three separate plots of ground which were marked out for the purpose. A certain time was allowed them in which to remove the gravel, level the ground, replace the top soil, and restore the land to its owner. By the first agreement the gravel in one acre and a-half was sold to the company for £150 and the period of possession was a year and a-half. In the other two agreements the plots were one acre each, the price was £150, and the period one year from the making of the agreement. The poor rate was made on the 8th of December, 1898. At that date the company was in rateable occupation of the three plots, but the gravel in two and a-half acres had been extracted, and at the time of making the rate the two and a-half acres were only used as storage land for gravel in connection with other land occupied by the company, including the one acre purchased under the last agreement, which was then being worked. The court of quarter sessions held that the annual value of the three and a-half acres at the time of the making of the rate ought to be taken at the amount of rent or royalty at which the same could then be reasonably expected to be let at a yearly tenancy, regard being had to the value of the gravel in the unexhausted acre, added to the value of the two and a-half acres which were exhausted of gravel, but were used for storage purposes only, and they found that the amount for which the three and a-half acres would be so let was £252, at which sum they fixed the gross estimated rental and assessed the rateable value at £240. On behalf of the guardians of the Farnham Union it was contended that the rateable value should be assessed either on the output of gravel during the year preceding the rate from so much of the respective plots of land as was in the occupation of the company at any time during the year, based upon a royalty measured by the market value of the gravel; or, secondly, that, as at the time of making the rate the company were and had been working gravel at least at the rate of two acres a year they must be rated at the full annual value of such two acres. The following cases were referred to during the arguments: *Reg. v. Whaddon* (23 W. R. 653, L. R. 10 Q. B. 230), *Reg. v. Everist* (10 Q. B. 178), *Reg. v. Abney Park Cemetery Co.* (21 W. R. 847, L. R. 8 Q. B. 575), *Hoyle v. Oldham Union* (1894, 2 Q. B. 372).

THE COURT (CHANNELL and BUCKNILL, JJ.) differed.

BUCKNILL, J., said that so long as there was any gravel in the three plots of land, the rateable value might be unaffected, but as soon as any one or more of them was exhausted, and they were incapable of beneficial occupation except for storage purposes, he was of opinion that they could only be rated upon their actual existing value at the time when the rate was made—in other words, it was not the past, nor prospective, but the actual value of the hereditament which was to be taken as the basis of assessment. The present case was more like that of a brickfield or a mine, which while being worked is approaching a period of final exhaustion. He cited *Reg. v. Bedworth* (8 East 387) with approval, and said that the court of sessions had proceeded in this case on the principle adopted by the court there, that was to say, that the two and a-half acres were valueless for the purpose for which they were acquired, and that they could only be assessed at the actual value of their occupation at the time of making the rate in question. For these reasons he was of opinion, though with much misgiving, that the appeal should be dismissed.

CHANNELL, J., said, as a general rule property was rated at its existing value at the time of making the rate. You had to find what the hypothetical tenant from year to year might be expected to give for the hereditament in its state at that time. If, therefore, the gravel had prior to this rate been taken from the two and a-half acres in some way other than by the user of the land in respect of which the rate had to be imposed, he thought the quarter sessions would have been right in rating the two and a-half acres at storage value only, but where the rateable user itself caused the diminution of value, the rate was not quite so simple. The rule then was, he thought, that any partial exhaustion of the subject-matter, so long as the special user continued in no way affected the rateable value, and that it was only when the rateable user ceased by reason of the complete exhaustion of the subject-matter, or otherwise, that the rateable value was affected. It then, of course, ceased altogether. The cases throwing most light on the subject were

*Reg. v. Everist, Reg. v. Abney Park Cemetery Co., and Reg. v. Whaddon.* Having discussed these, he said it seemed to him that where the overreers or assessment committee had to rate a property in respect of a beneficial use which was being made of it, which use was self-destructive, what they had to do was to ascertain what amount of use the actual tenant had been making, and continued to make, of the property, and then to ascertain what a tenant would give for liberty to make that amount of use of the property from year to year, independently of the question whether there was or was not enough of the property remaining for the tenant to be able to go on making that use for a whole year. He therefore thought the quarter sessions were wrong in their method of computing the rate. Even if the exhausted two and a-half acres on the two earlier lettings were to be treated separately and rated at storage value only, he thought the remaining acre should be rated at approximately double the sum at which the quarter sessions had rated it, because he thought the company were working it at the date of the rate, at the rate of getting two acres of gravel per annum. He thought the proper order to be made was to allow with costs the appeal to them, quash the order of the quarter sessions, and making the order which the quarter sessions should have made, dismiss with costs the appeal to quarter sessions against the rate, but as the court was divided, he was of opinion that the appeal failed and consequently must be dismissed.—COUNSEL, *Marshall, Q.C.*; *R. C. Glen and Ryde, Solicitors, Johnson, Weatherell, & Sons, for Potter & Crundwell, Farnham*; *Jackson, Farnham*.

[Reported by F. B. DURNFORD, Barrister-at-Law.]

## LAW SOCIETIES.

### SHROPSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held recently. There were present: Mr. H. J. Osborne (president), Mr. S. M. Morris (vice-president), Mr. G. Gordon Warren, Mr. P. H. Minshall, Mr. W. C. Tyrell, Mr. W. C. Peele, Mr. H. W. Hughes, Mr. G. Wace, Mr. W. M. How, Mr. H. G. Stevens, Mr. Chas. Payne, Mr. R. A. Craig, Mr. G. Cooper, and Mr. R. T. Hughes (hon. sec.).

Previous to the meeting a presentation of field glasses (by Rose) was made by the society to Captain W. H. Trow, of Cleobury Mortimer, at a lunch held at the George Hotel, on the occasion of his leaving for South Africa in command of the Service Company 1st V.B.K.S.L.I.

The report and the hon. treasurer's statement of accounts for the past year were read and adopted; the suggestion that a form of contract for sales by private treaty should be settled being approved.

The President delivered an interesting address, in which he referred to the present war as an all engrossing topic, and to the fact that Captain Trow, of Cleobury Mortimer (a member of the society), had been appointed to the command of the Service Company for South Africa formed from the 1st and 2nd Shropshire and the Herefordshire battalions of the Rifle Volunteers, as an exceptionally interesting circumstance in the history of the society. He then referred to the work and the report of the society during the past year, expressing his acknowledgment of the value of the Incorporated Law Society's Handbook, and taking the opportunity of urging all practitioners to become members of the chief society. He expressed himself in favour of a general scheme for law classes and lectures in provincial centres to be chosen (as already existing at Liverpool and Birmingham, &c.), so that articled clerks might have the advantage of these classes and lectures in the earlier stages of their students' career, instead of waiting until their residence in London for a period before the "Final." He was in favour of making the "Intermediate" examination more searching and general in character, and in case of very special distinction granting an exemption order from one year of service, an advantage now accorded to candidates who have matriculated in the first division (without any legal experience). Upon the subject of auctioneers' charges on the sale of real property, the society had had the matter under consideration, and it was clear that something must be done to secure a more satisfactory basis. It could not be admitted that an auctioneer had a right to charge commission in respect of a sale by private treaty (not through the mediation of the auctioneer) when effected subsequently to an abortive attempt to sell by auction. After considering the desired extension of county court jurisdiction, and amendment in procedure and particularly the need for a reduction in county court fees, he referred to certain of the Acts of Parliament of the last session and some decided cases. He concluded by heartily thanking the committee and members of the society for their kindness and courtesy to him during his term of office as president.

The following officers were elected: President, Mr. S. M. Morris; vice-president, Mr. E. B. Potts; treasurer, Mr. H. J. Osborne; secretary and librarian, Mr. R. T. Hughes; and committee, Mr. T. M. How, Mr. G. H. Morgan, Mr. G. C. Cooper, and Mr. R. A. Craig.

A vote of thanks to the chairman for presiding closed the proceedings.

### THE INCORPORATED LAW SOCIETY FOR CARDIFF AND DISTRICT.

The following are extracts from the report of the committee:

*Members.*—The number of members for the year 1899 was 111, and there were twelve subscribers to the library.

*Stamping of Deeds.*—Since the last annual meeting the stamping of deeds and documents in Cardiff has become an accomplished fact, and the convenience to the profession has been admitted on all sides.

*The Land Transfer Act, 1897.*—The working of the Land Transfer Act,

1897, has not yet been sufficiently tested in the County of London to warrant any fair result being obtained, and your committee are waiting for a general report upon its working.

## UNITED LAW SOCIETY.

Feb. 26.—Mr. W. S. Sherrington in the chair.—Mr. F. M. Guedella moved: "That food stuffs should not be contraband of war." Mr. C. H. Kirby opposed. The debate was continued by Messrs. J. F. W. Galbraith, S. Davey, W. J. Boycott, A. Richardson, and B. Kureshi. The motion was lost.

## COMPANIES.

### LEGAL AND GENERAL ASSURANCE SOCIETY.

The annual general meeting of the Legal and General Assurance Society was held at the society's offices, 10, Fleet-street, on Tuesday, Mr. Wm. Williams, the chairman, presiding. The following directors were among those present: His Honour Judge Bacon, the Right Hon. Lord Davey, the Right Hon. Sir James Parker Deane, Q.C., D.C.L., Mr. Edmund Henry Ellis-Danvers, Mr. Arthur J. Finch, Mr. G. E. Frere, the Right Hon. Sir Richard Garth, Q.C., Mr. C. E. H. Chadwyck Healey, Q.C., Mr. C. P. Johnson, Mr. H. C. Masterman, Mr. A. G. Meek, Mr. Richard Mills, Mr. F. P. Morrell, Mr. Richard Pennington, Mr. W. Rowcliffe, Mr. W. H. Saltwell, Mr. R. W. Tweedie, and Mr. Romer Williams.

Mr. E. Colquhoun (actuary and manager) having read the advertisements convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that this was the sixty-third since the establishment of the society. The directors much regretted to have to announce the death during the past year of the Right Hon. Lord Ludlow. They had also received with much regret the resignation of Mr. Chas. R. Williams, who had been connected with the society, first as auditor and then as director, for nearly thirty years. The board, under the power conferred upon them by the deed of settlement, had filled the vacancy caused by the resignation of Mr. Chas. R. Williams by the election of Mr. Walter Tweedie. Under the provisions of the deed this gentleman retired from the office at the present meeting, but was eligible for re-election. During the past year new assurances were effected with the society under 654 policies for the sum of £1,109,941. The new premiums thereon amounted to £56,991 4s. 7d., of which £8,516 6s. 11d. had been paid away for the re-assurance with other offices of £180,900, leaving £48,474 17s. 8d. as the new premiums on £929,041, the net risks retained by the society. Included in these new premiums was the sum of £244 3s. 8d. received by the society in respect of assurances payable only in the event of death from fatal accident. The total net premium income had amounted to £291,907 2s. 10d., being an increase of £8,538 16s. 9d. upon that of 1898. The total net claims had amounted to £205,984 16s. 3d., of which £205,589 16s. 3d. was caused by 136 deaths and £395 by three endowment policies matured, as against £271,722 5s. 6d. in 1898, caused by 84 deaths and six endowment policies matured. The first-mentioned sum included £55,841 10s. 7d. paid as bonus additions, and in cases in which bonuses had not been previously surrendered for cash or reduction of premium the additions amounted to the large average increase of 59 per cent. The total number of ordinary policies in force at the end of the year was 6,858, assuring with bonus additions £12,800,860. The total assets of the society, increased during the year by the sum of £88,295 18s. 7d., amounted on the 31st of December to £3,546,782 14s. 2d., and (omitting the amount invested in the purchase of reversionary interests) yielded an average rate of £4 2s. 8d. per cent. The above assets of the society include £2,184,516 4s. 10d. invested on mortgages of real and personal property. These securities had been recently investigated by the directors, and the result of such investigation was satisfactory.

Mr. RICHARD PENNINGTON seconded the motion. He thought the shareholders had every reason to congratulate themselves upon the excellent report which had been placed before the meeting. The society did not proceed by leaps and bounds; perhaps it was not desirable that it should do so. But it made steady progress as it had done for some years past, and so far as he could see was likely to do so in the future. Of course that it might do so it was necessary that it should have the continued support of all its friends, he meant principally the shareholders, but of all its friends who might be introduced to the society through the influence of the shareholders and directors. They had the opportunity of bringing a very large amount of business to the society; but he was quite sensible that the bulk of the business must necessarily be brought to it by those whom he might call the permanent officials of the society. The board relied upon them, and with very great confidence, not only to carry on the business of the society, but to enlarge the sphere of its operations in the way in which they had been enlarged during many years past. It had so often been said on former occasions of this kind that the society's manager was a gentleman who from his attainments and from his energy had done great service, excellent service, immense service to the society that he need not repeat it. But he should like to mention the name of another gentleman as an illustration of the importance of having those connected with the society officially who took a deep interest in its welfare. He need hardly say that he was referring to their lamented friend, the late Mr. Lawrence. He was a man who displayed the greatest possible zeal where the interests of the society were concerned. He had never spared himself upon any occasion, but was always ready to do everything that should be done in his department and to do it well, as he always did. Speaking for himself, and he was sure for everyone present who



knew Mr. Lawrence, he could say that they continued to lament his unfortunate death. Referring to the extension of the society's premises which was now in progress, he remarked that it had been said that fools build houses for wise men to live in, but the observation did not apply to the society. They were building for the purpose of supplying the accommodation which was absolutely necessary for the proper conduct of the business, and they were also building, as the directors believed, for the profit of the society, because, as everyone knew, a frontage in Fleet-street was one of the most valuable which anyone could possess. Therefore he hoped the friends of the society would not be alarmed with the notion that they were rushing into bricks and mortar, and, therefore, were not doing as prudent men ought. He hoped the society would have a building which would commend itself to every man of taste and it would be occupied partly by the society's own staff and partly by excellent tenants who would return a suitable remuneration for the money which the society had spent. The motion was carried unanimously.

The CHAIRMAN moved that the following directors, who retired in rotation—viz., Mr. Charles P. Johnson, Mr. C. E. H. Chadwyck Healey, Q.C., His Honour Judge Bacon, the Right Hon. Lord Davey, the Hon. Mr. Justice Kekewich, and Mr. Richard Mills—be re-elected.

The motion was agreed to, as was one re-electing Mr. R. W. Tweedie, who had been elected a director since the last annual meeting.

The retiring auditors, Mr. Kenyon S. C. Parker and Mr. J. S. Follett, were also re-elected, and the remuneration of the auditors was determined as before at £300.

Mr. PILCHER moved a vote of thanks to the chairman and directors. He was sure that except for the strenuous and zealous efforts they had put forth the accounts would not have shewn so satisfactory a result.

The motion having been carried,

The CHAIRMAN, in the course of returning thanks, observed that the success of the society during the last four years had been remarkable. The amount of new premiums received in 1896 was £40,196, in 1897 they had increased to £45,272, in 1898 they were £46,991, and last year they were £48,475. The meeting would agree with the directors that the thanks of the society were due to Mr. Colquhoun for the excellent results which had been obtained.

#### LICENCES INSURANCE CORPORATION.

The tenth annual meeting of the Licences Insurance Corporation and Guarantee Fund (Limited) was held at the Institute of Chartered Accountants on Friday, the 23rd ult, Mr. A. W. RUGGLES-BRICE (the chairman) presiding. The following directors were present: Lord Ernest Hamilton (vice-chairman), the Hon. R. Parker, Mr. C. Page Wood, Mr. E. de M. Lacon, Mr. F. W. Butterworth, and Mr. T. H. Glynn.

The report stated that the corporation had received during the year the sum of £70,828 11s. 6d., from which had to be deducted the sum of £4,349 5s. 10d. paid to other offices for re-insurance, making the premiums received and retained £66,479 5s. 8d., being a net increase upon the premium income shewn in the last revenue account of £9,785 17s. 1d. The amount of interest realized by the corporation from its investments during the year was £3,627 19s. 11d., no credit having been taken for accrued dividends upon ordinary stock and shares liable to fluctuation. The claims paid and in suspense, and legal expenses incident thereto, had amounted (after deducting £7,900, the reserve appropriated to claims in suspense on the 1st of January, 1899) to £38,496 0s. 1d. The management expenses, including commission, rent, rates, taxes and policy stamps, had amounted to £21,843 10s. 1d. The total income of the corporation for the year was £74,460 16s. 5d., and the total expenditure (exclusive of additional reserve for unexpired risks) was £64,770 0s. 9d., shewing a balance for the year of £9,690 15s. 8d. To this must be added £1,123 3s. 3d., being the balance brought forward from last year, making a total of £10,814 3s. 11d. Of this £550, being a proportional increase, had now been added to the reserve fund for unexpired risks, making this reserve £8,650. Of the available surplus of £10,264 3s. 11d. the directors had transferred £5,000 to the general reserve fund, making this reserve £23,000. The balance of £5,264 3s. 11d. they proposed to apply to the payment of a dividend on the ordinary shares of 5 per cent. for the year, £3,349 5s., leaving a balance of £1,824 18s. 11d. to be carried forward.

Mr. J. O'DONOGHUE (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that this was the ninth annual meeting of the company at which he had had the pleasure of presiding, and at all of them the board had been able to shew advancement and at the same time to give confident assurances of further success, which had invariably been verified. During the past year the company had extended its business by adding to the income a further sum of £11,703 12s. 6d., making the highly satisfactory total of £74,460 16s. 5d. The expenses had increased with the extending business and connections; but the ratio had been reduced by 1:3 from 19:7 to 18:4, a ratio which compared favourably with other companies. The net profits, including the carry forward last year, had been £10,814 3s. 11d., out of which the board were able to add £25,350 to the reserve funds, and to give the shareholders a dividend of 5 per cent., which had now become the recognized figure, and to carry forward the substantial sum of £1,824 18s. 11d. All the invested funds were intact and could be realized at the shortest notice. Notwithstanding these satisfactory results the directors could not conceal from themselves the fact that the claims had been this year higher than they had ever been before. They had paid away and set aside for payment £38,496 0s. 1d., out of which nearly £5,000 had been paid to the legal profession on account of appeals. As the number of licences lost had been greater than the company had hitherto experienced, so, unfortunately, had its appeals

proved less successful, and in this fact the directors saw cause for serious reflection. It was well known that licensed property came under the jurisdiction of the licensing magistrates every year, and their discretionary power was subject only to the confirmation or rejection by the magistrates at quarter sessions. Their decision was final, and therefore it was clear that upon their verdict rested the security for licensed property throughout the country. Hitherto the sense of justice of the community at large had only occasionally been upset by the decisions of local licensing magistrates, but such decisions had usually been overruled by quarter sessions. At the same time experience had shewn that licensing magistrates generally were influenced with a desire to reduce the number of licensed houses in the district over which they presided, and that that influence would lead them to go in this direction just so far as they thought quarter sessions would indorse. It would be clear from these remarks that quarter sessions must be regarded as the sheet-anchor of the trade, and if these courts relinquished the sound constitutional views with regard to vested interests and equal justice to all, which they had hitherto so well maintained, the security of licensed property throughout the country was reduced to a very fine point. For this reason he looked with concern on the action of quarter sessions. The proportion of the lost appeals of the corporation was something like 60 per cent. as against 40 per cent. last year. In making these observations he could not leave out the natural conclusion to which they tended. That conclusion was that the risks to licensed property were extending, and whilst this was an unanswerable argument for the company securing business, it was also an argument against the company too rashly accepting the same at rates that might prove unremunerative. He supposed there never was a class of insurance that could less afford to cut rates down to a fine point than could the company. It must be remembered that the company was not insuring against natural calamities, but individual caprice and the trend of public opinion, and therefore the directors could not point to past experience as an absolutely reliable guide to the future. The constitution of the various licensing benches and quarter sessions changed from year to year. The old justices were replaced by new and younger men who had been reared upon different principles and often with strong teetotal tendencies, and at the same time an elected element had been introduced which had a tendency to reduce judicialism to the level of party politics. Thus it was found that districts were not infrequently taken by surprise and licences lost, contrary to all precedent. He should like to say a few words which he trusted would meet the ears of the policyholders. First, with reference to rates—he knew that the pocket was the first consideration with business men generally, but he did maintain that in dealing with a company of this kind where many of the insured had the whole of their capital invested in property subject to the risk against which the company protected them, it was vital to their interests to support the company and to see that the contributions obtained from the trade were adequate to the responsibilities which the institution undertook. The other point was with regard to the importance and utility of the company's position. The company was a protection and a power which stood to benefit the brewing trade as a community more than any other institution that had ever been established in connection with that trade. The company did not ask the trade collectively to formally associate itself with it, but it asked every brewer and every man who took a sincere and hearty welfare in the trade to support it. The company asked it because it was a trade institution, because it provided an essential protection to invested capital, and because it represented a knowledge of the intricacies of the licensing laws and an unequalled and unapproached practical experience which meant an enormous power and force in supporting trade interests in all directions. It was due to the shareholders and satisfying to the policyholders to say that the dividends had not exceeded the interest obtained from the company's invested funds, and therefore every pound paid by the trade to the company had either been expended for its benefit or in accumulating reserve funds for its protection. In conclusion he returned the sincere thanks of himself and the board to the manager, Mr. O'Donoghue, for his indomitable energy and perseverance, and to the assistant secretary, Mr. Greenway, and the rest of the indoor and outdoor staff, who had so ably supported him.

Lord ERNEST HAMILTON (vice-chairman) seconded the motion, which was carried unanimously.

The retiring directors, Mr. Ruggles-Brice and Mr. Lacon, were re-elected, as were the auditors, Messrs. Turquand, Youngs, Bishop, & Clarke.

A vote of thanks to the chairman, which was moved by Mr. BUTTERWORTH, and seconded by Mr. Deputy PEPLER, who also referred to the obligations the shareholders were under to the whole of the board for their services, concluded the meeting.

#### COUNTY FIRE.

The net premium income amounts to £288,926, which is an increase of £5,382 on the net premium income of the year 1898. There is a credit balance upon the revenue account of £69,382, out of which the directors recommend a dividend of £10 per share, of which sum £3 per share was paid, as an interim dividend, in September last, leaving £7 per share now to be paid. After these payments have been provided for there will be about £1,062 to be added to the reserve fund.

The Lord Chief Justice will preside at the annual dinner of the United Law Society, to be held on Monday, the 9th of April, at the Hotel Cecil. The Hon. Isaac A. Isaacs, Q.C., ex-Attorney General for Victoria, will open a debate on the motion "That the adoption of the Referendum in Legislation would prove beneficial," at the United Law Society's meeting, at the Inner Temple lecture-hall, on Monday, the 12th of March, at 7.30.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. ERNEST J. TRIVELYAN, barrister, late Judge of the Calcutta High Court, has been elected Reader in Indian Law in the University of Oxford, in place of Sir William Markby, D.C.L., Fellow of Balliol College, resigned.

Mr. HENRY SUTTON, barrister, Junior Counsel to the Treasury in the Queen's Bench Division, has been elected a Bencher of the Honourable Society of Lincoln's-inn, in succession to the late Mr. Napier Higgins, Q.C.

Mr. T. CYPRIAN WILLIAMS, barrister, and Mr. SYLVAIN MAYER, barrister, have been appointed as additional Examiners for the ensuing Easter Examination of the Council of Legal Education.

Mr. T. MARCHANT WILLIAMS, barrister, has been appointed Stipendiary Magistrate at Merthyr Tydfil in the place of Mr. Walter M. North, deceased. Mr. Williams was called to the bar in 1885.

Mr. CHARLES HENRY ALDERSON, C.B., barrister, has been appointed Chief Charity Commissioner, in the place of Sir H. Longley, deceased.

Sir GEORGE YOUNG, Bart., barrister, has been appointed Second Charity Commissioner, in the place of Mr. Alderson.

Mr. DANIEL ROBERT FEARON, C.B., barrister, has been appointed Third Charity Commissioner, in the place of Sir G. Young.

Mr. RICHARD DURNFORD, barrister, has been appointed Secretary to the Charity Commissioners, in the place of Mr. Fearon.

Mr. ARNOLD JEFFRIES CLEAVER, solicitor, of Liverpool, has been appointed District Registrar of the High Court at Liverpool, in succession to Mr. F. D. Lowndes, deceased. Mr. Cleaver was admitted in 1882, and has been a member of the firm of Messrs. Cleaver, Holden, Garnett, & Cleaver.

## CHANGES IN PARTNERSHIPS.

## ADMISSION.

Messrs. Farrar & Porter, solicitors, of 2, Wardrobe-place, Doctors'-commons, have taken into partnership Mr. W. M. RUSSELL, and the practice will be carried on under the style of Farrar, Porter, & Co.

## GENERAL.

Mr. Henry Attlee has consented to preside at the fortieth anniversary festival of the Solicitors' Benevolent Association, which will be held at the Hotel Metropole (Whitehall Rooms) on Tuesday, the 19th of June.

In the House of Commons on the 22nd ult. the Attorney-General, in reply to Mr. Monk, said,—I have communicated with the Lord Chancellor upon my hon. friend's question, and I regret it is not in my power to promise any legislation during the present session upon the subject of the extension of county court jurisdiction.

An American legal journal gives a sample of an attorney's card in McDowell county, printed on the back of an envelope. It is this:

Return After Five Days to  
J. E. SMITH,  
LAWYER AND JAIL ROBBER,  
KEYSTONE, W. VA.

Mr. Richard Horton Smith, M.A., Q.C., late Fellow of St. John's, has offered to the University of Cambridge a fund of £500 Great Northern Railway 4 percent. Preferred Converted Ordinary Stock, together with the dividend accrued thereon in August, 1899, in memory of his third son, Raymond John Horton Smith, M.A., M.B., late scholar of St. John's, who after a distinguished career in the university and at St. Thomas's Hospital, in London, died on the 8th of October, 1899, aged twenty-six. The desire of the donor is that a university prize shall be founded for the encouragement of medicine and pathology. The council of the Senate recommend that the offer be accepted, and that the vice-chancellor be authorized to convey to the donor the thanks of the university.

A lawyer resuming the practice of his profession after passing his ninety-fourth year is, says the *Albany Law Journal*, an event so seldom witnessed that it calls for something more than passing comment. The gentleman who has achieved this rare distinction is Benjamin Douglas Silliman, LL.D., of New York. He may well be described as the "Grand Old Man" of the legal profession; a relic of a former generation. Born in Newport, R.I., the 24th of September, 1805, his family removed to New York when he was a child, and since that time he has been a resident mainly of the city of Brooklyn. Having studied law in the office of Chancellor Kent and his son, Judge William Kent, Mr. Silliman was admitted to the bar in 1829, and began practice in New York City. His success was remarkable. It has been said of him that he never lost his temper in court, and that his successes were invariably won by methods dignified, manly and honourable. In 1872 he became a member of the commission to revise the Constitution of the State of New York, and in 1873 was defeated as a candidate for attorney-general of the State. In the same year Columbia College conferred upon Mr. Silliman the honorary degree of LL.D., and in 1874 Yale conferred a similar honour upon him. Something over ten years ago, at the time of his retirement from active practice, Mr. Silliman was tendered a public banquet at Delmonico's. Now, his health having greatly improved, he returns to active practice with mind as clear and brain almost as active as if he had not been engaged in the practice of the law for more than sixty years.

On the 22nd ult. a sitting was held for the public examination of Messrs. J. T. B. Arnold, T. B. Sismey, and W. C. Arnold, who practised as solicitors at 37, Lincoln's-inn-fields, under the style of Keighley, Arnold, & Sismey. From the observations of Mr. E. Leadam Hough, senior official receiver, and the statements of the debtors, it appears, says the *Times*, that Mr. J. T. B. Arnold was admitted a solicitor in 1882, and in 1886 purchased the goodwill of a business for £500. Until 1888 he practised at 71, Gracechurch-street, under the style of Keighley & Arnold, and then removed to 8, Old Jewry. In 1890 he was joined by a partner who introduced little, if any, capital, and in 1892 the firm's place of business was transferred to 37, Lincoln's-inn-fields. The partnership continued until December, 1894, when, in consequence of differences, the partner withdrew, owing the firm a considerable sum of money. Mr. J. T. B. Arnold alleges that his partner had made imprudent investments, and had thereby involved him in liabilities to clients for sums amounting to upwards of £11,000, which rendered him insolvent. He continued to practise alone until Lady Day, 1895, when he was joined by Mr. T. B. Sismey, and thereafter the style of the firm was Keighley, Arnold, & Sismey. Mr. W. C. Arnold joined the firm in March, 1898. During and subsequent to 1895 the firm acquired certain building site and house property in the City and West End of London, and have since been engaged, mainly with the aid of borrowed money, in building operations of great magnitude. The debtors attribute their insolvency to loss incurred through the imprudent investments made during the existence of the partnership which terminated in December, 1894, to heavy interest on and commissions paid in respect of borrowed money, and to a falling off in professional earnings, mainly in consequence of the firm's energies and means having been concentrated upon their building operations. The examination was adjourned to the 15th of March.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KREKOWITZ.
Monday, March .....	Mr. Farmer	Mr. Pugh	Mr. Godfrey
Tuesday .....	King	Beal	Leach
Wednesday .....	Farmer	Pugh	Godfrey
Thursday .....	King	Beal	Leach
Friday .....	Farmer	Pugh	Godfrey
Saturday .....	King	Beal	Leach

  

Date.	Mr. Justice BYRNE.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, March .....	Mr. Pemberton	Mr. Church	Mr. Lavie	Mr. Beal
Tuesday .....	Jackson	Greswell	Carrington	Pugh
Wednesday .....	Pemberton	Church	Lavie	Leach
Thursday .....	Jackson	Greswell	Carrington	Godfrey
Friday .....	Pemberton	Church	Lavie	King
Saturday .....	Jackson	Greswell	Carrington	Farmer

## THE PROPERTY MART.

## SALES OF THE ENSUING WEEK.

March 6.—Messrs. DREBENHAM, TAYSON, FARMER, & BRIDGEWATER, at the Mart, at 2, in Two Lots:—Stratford: Freehold Ground-rents, amounting to £225 per annum (with reversion to the rack-rents now estimated at about £3,500 per annum), arising out of, and secured upon, a very extensive block of property occupying a position between Stratford Station and Stratford Broadway, covering over three acres and a quarter, and having total road frontages of nearly half a mile. Solicitors, Messrs. Clarke & Calkin, London. (See advertisement, Feb. 24, p. 6.)

March 7.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2, Freehold Residence at Wimbledon and Freehold Building Site at Woking. Solicitors, Messrs. Nelson & Son, London.—Leasehold Villa Residence at Clapham. Solicitors, Messrs. Ashby & Compton, London.—Leasehold Residence at Brixton. Solicitors, Messrs. Andrew Wood & Purves, London. (See advertisement, this week, p. 6.)

March 8.—Messrs. STIMSON & SONS, at the Mart, at 2, the following Freehold Ground-rents:—Peckham (near the High-street and Rye): Freehold Ground-rents of £214 10s. per annum, secured upon 43 houses, five with shops, laundry and carmen's premises and large yard, with reversion to rack-rents amounting to about £1,660 per annum. Solicitors, Messrs. Lovell, Son, & Pittfield, and Messrs. Frere, Cholmeley, & Co., both of London.—Fulham (a short distance from Walham Green and Chelsea Stations): Freehold Ground-rents of £181 10s. per annum, amply secured upon 39 modern residences; rack-rents estimated at over £1,500 per annum. Solicitors, Messrs. Taylor, Willcocks, & Lemon, London.—Freehold Ground-rent of £35 6s. per annum, secured upon four houses and shops, New Southgate. Solicitors, F. Cherry, Esq., London.—Euston-road: Freehold Ground-rent of £45 per annum, with reversion in 27 years to rack-rents of £160 per annum. Solicitor, W. H. Matthews, Esq., London. (See advertisements, Feb. 24, p. 7.)

## RESULTS OF SALES.

## LIFE POLICIES AND SHARES.

Messrs. H. E. FOSTER & CHANFIELD held their usual Fortnightly Sale of the above Interests at the Mart, E.C., on Thursday last, when the following were sold at the prices named, the total being £2,422:

LIFE POLICIES:	£	s.
For £1,000, with profits, in the Life Association of Scotland; life 52	Sold	230 0
For £1,000, with profits, in the General; same life	...	355 0
For £1,000, with profits, in the Economic; life 51	...	1,380 0
For £1,000, with profits, in the Star; life 61	...	295 0

## INSURANCE SHARES:

Gresham Life Assurance Society (Limited), 50 Shares of 25 each (10s. paid) ...	112 10
Guardian Fire and Life Assurance Co. (Limited), 10 Shares of £10 each (£5 paid) ...	105 0

Messrs. C. C. & T. MOORE sold privately for £1,200 the Freehold Family Residence, "Sky Peals," Walthamstow, which was bought in at their Auction last week.

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]



## WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 25.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

AUXILIARY STEAM POWER CO., LIMITED.—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to William Robert Taylor Carr, Monument House, Monument sq., Robinson & Stannard, 19, Eastcheap, solers to liquidators.

CARR BROTHERS, LIMITED.—By an order made by Cozens-Hardy, J., dated Feb 14, it was ordered that the voluntary winding up of Carr Brothers, Limited, be continued. Nussey & Fellows, 1, Great Winchester st., for Vint & Co, Bradford, solers for petners.

CARTER HOWARD SAND CO., LIMITED.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to George Norris Burt, 49A, Goodramgate, York. Jones, York, solers for liquidator.

CONTINENTAL WATER AND ELECTRICAL POWER SYNDICATE, LIMITED.—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, 95, Finsbury pavement. Burn & Berridge, 11, Old Broad st., solers to liquidator.

CUTPA LAMBROS STEAMSHIP CO., LIMITED.—Petn for winding up, presented Feb 21, directed to be heard on Wednesday, March 7. Powell & Burt, 28 and 29, St Swithin's lane, solers for petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of March 6.

FLEXIBLE WATERPROOF PAPER CO., LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John Stott, 46, Market st., Manchester. Roberts & Dootson, Manchester, solers for liquidator.

MANCHESTER HERALD CO., LIMITED.—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Emanuel Williams, 12, Norfolk st., Manchester.

MONT CRIS POWER AND LAND CO., LIMITED.—Creditors are requested, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Harry Meredith, 95, Finsbury pavement. Burn & Berridge, 11, Old Broad st., solers to liquidator.

MORRIS, BEDDOE & CO., LIMITED.—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Dovey, 33, Queen st., Cardiff.

PAHANG KABANG, LIMITED.—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Arthur Giffard, Blomfield House, London wall. Paines & Co, solers for liquidator.

RHODESIA TRADING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 23, to send their names and addresses, and the particulars of their debts or claims, to Finlay Alexander Macrae, Suffolk House, Laurence Pountney hill. Windybank & Co, 34, Walbrook, solers.

STORES HOTEL LAND AND BUILDING CO., LIMITED.—Petn for winding up, presented Feb 20, directed to be heard on March 7. J. E. & H. Scott, 16 and 17, King William st, for Gatey, Ambleside, solers for petitioning company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 6.

STREET SYNDICATE, LIMITED.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Ernest Carter Smith, 1, Great Winchester st.

UNITED PROJECTS SYNDICATE, LIMITED.—Petn for winding up, presented Feb 23, directed to be heard on March 7. Slaughter & May, 18, Austinfriars, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 6.

UNLIMITED IN CHANCERY.

NORTH-WEST ARGENTINE RAILWAY.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Alexander Young, 41, Coleman st.

## FRIENDLY SOCIETIES DISSOLVED.

LINDFIELD LOYAL PROVIDENT AND FRIENDLY SOCIETY, Tiger Inn, Lindfield, Hayward's Heath, Sussex. Feb 13.

SHEFFIELD HOUSE PAINTING AND DECORATING CO-OPERATIVE SOCIETY, LIMITED, 18, Cemetery rd, Sheffield. Feb. 3.

London Gazette.—TUESDAY, Feb. 27.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COSTA RICA PACIFIC GOLD MINING CO., LIMITED.—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Edwin Hayes, 25, Basinghall st.

CROWN PUBLISHING CO., LIMITED.—Creditors are required, on or before March 23, to send their names and addresses, and the particulars of their debts or claims, to James Benjamin Reeves, 2, Church st, Old Jewry. Tippetts & Son, 11, Maiden lane, Queen st, solers for liquidator.

GROSVENOR AND WEST END RAILWAY TERMINUS HOTEL CO., LIMITED (IN LIQUIDATION).—All persons claiming to be holders of shares are required to send in, on or before March 17, their names and addresses, and particulars of their claims, with their share certificates, to the Liquidators, 5, Palmer st, Westminster. Kimbrell & Boatman, 79, Lombard st, solers for liquidators.

KINGSTON TIMBER CO., LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Arthur Smith Barradell, North Side, Queen's Dock, Hull.

LONDON AND NORTHERN BANK, LIMITED.—By an order made by Wright, J., dated Jan 17, it was ordered that the voluntary winding up of the bank be continued. Simpson & Co, 27, King st, Cheapside, for Simpson & Simpson, Leeds, solers for petner.

NATIONAL LIGHT RAILWAYS CONSTRUCTION SYNDICATE, LIMITED.—Petn for winding up, presented Feb 21, directed to be heard on March 7. Sole & Co, 69, Aldermanbury, for Cripps & Co, Tunbridge Wells, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 6.

SANDERS, LIMITED.—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Augustus Jenkins, Exchange bldg, Bristol. Benson & Co, Bristol, solers for liquidator.

SIDNEY RICHARDSON & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Tonks, 1, Dudley-road, Wolverhampton.

STEEL FOUNDRY AND MILL BEARING CO., LIMITED.—Petn for winding up, presented Feb 21, directed to be heard on March 7. Ashwell & Co, 79, Queen st, Cheapside, for Ashwell & Tutin, St Peter's Gate, Nottingham, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 6.

UNITED PROJECTS SYNDICATE, LIMITED.—Petn for winding up, presented Feb 26, directed to be heard on March 7. Furber, 8, Gray's inn sq, solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 6.

UNLIMITED IN CHANCERY.

EPWORTH STEAM THRASHING CO.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Alfred Map, Epworth, nr Doncaster. Sharp & Son, Epworth, solers to liquidator.

## FRIENDLY SOCIETIES DISSOLVED

RHYMEY ROCK AND FOUNTAIN BENEFICIAL FRIENDLY SOCIETY, Castle Hotel, Rhymney, Monmouth. Feb 15.

SOUTHOLD BEAUMEN'S FRIENDLY SOCIETY, 8, East-street, Southold, Suffolk. Feb 21.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

## CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 20.

ANDER, JOHN, Brighton March 25 Buckwell & Berkeley, Brighton

APPLEYARD, JOHN, Clayton in the Clay, York, Farmer Feb 15 Scholefield & Scholefield, Hemsworth, nr Wakefield

BAKER, ALFRED JOSEPH, Willenden April 15 Lawrance & Webster, Old Jewry chmbrs

BAKER, CHARLOTTE, Bovey Tracey, Devon March 17 Hacker & Michelmond, Newton Abbot

BARLOW, ALEXANDER ROBERT PRATT, Torquay March 26 Adahed, Essex st, Strand

BIRD, WILLIAM EDWARD, Marisaleigh, Devon March 22 Shapland & Son, South Molton

BLACKLOCK, MARY ANN, Southport April 6 Gill & Co, Manchester

BLUNN, ANNIE, Catcliffe, nr Rotherham, York April 3 Oxley & Coward, Rotherham

BUCK, JOHN, Cockley, Suffolk, Farmer March 23 Cross & Ram, Halesworth

BUCKLAND, MATILDA, Monmouth March 15 Phillips & Ford, Windsor

CATTLE, JOHN, Brandaby, York, Yeoman March 24 H W & R Pearson, Helmsley

CLIFTON, JOSEPH WILLIAM, Shirley, Southampton March 15 Tylee & Mortimer, Romsey

COODE, JOHN HENRY COLLIER, March 31 Bone & Co, Devonport

COOPER, ANN, Ashton under Lyne April 3 Hilton, Ashton under Lyne

COULSON, THOMAS JAMES, Welwyn, Hertford, Grocer March 15 Reynolds, West Smithfield

CURTIS, JOSEPH, Quainton, Bucks, Farmer March 10 Willis & Willis, Winalow

CUTT, JOHN, Upton, York, Farmer March 23 Scholefield & Scholefield, Hemsworth, nr Wakefield

DARBYSHIRE, GEORGE MARSTON, Enderby, Leicester March 24 Burgess & Dexter, Leicester

DAVIS, GEORGE LATHAM, Kirk Ella, York, Barrister March 31 Moss & Co, Hull

DE BIER, ARKOLD, South Norwood April 7 Minet & Co, King William st

DEITMAR, MONTAGUE, Down st, Piccadilly March 31 Morgan & Upjohn, Holborn viaduct

DUNCAN, HARVEY TUCKETT, Major-General, Bury st, St James's March 22 Farrer & Co, Lincoln's inn fields

DUSAR, PEDRO FREDERICK, Cheltenham March 25 Ticehurst & Sons, Cheltenham

EDSON, WILLIAM, Exeter, Granite Merchant March 31 J & S F Pope, Exeter

EDEN, WILLIAM SPARKS, Tunbridge Wells Kent March 16 Bus, Tunbridge Wells

ELIOT, ELIZABETH CROSBY, Blackheath March 15 Hudson & Co, Queen Victoria st

FITCH, BRUCE ALFRED, Twickenham Park March 25 Miller & Steele, Telegraph st

FROST, JAMES JOHN, Streatham March 30 Kimber & Co, Watling st

FROST, WILLIAM, Great Bromley, Essex April 4 Elwes & Turner, Colchester

GRAVER, ANNE, Lakenham, Norwich March 25 Rackham & Hayer, Norwich

GRUBB, EDWARD JAMES, Bristol, Blind Manufacturer April 3 Gwynn & Masters, Bristol

HALL, WILLIAM, Staverton, Northampton, Farmer April 9 W F & W Willoughby, Daventry

HARDWICK, HANNAH ELIZABETH, Southborough, Kent March 16 Bus, Tunbridge Wells

HARRISON, FREDERICK WILLIAM, Exeter, Wine Merchant March 31 J & S Pope, Exeter

HARTLEY, THOMAS HASEBIDGE PARKER, West Hampstead April 5 Woodbridge & Sons, Serjeant's inn

HOFF, ELIZABETH, St Leonard's on Sea March 31 Bass, Queen Victoria st

HOPWOOD, FRANCES, Brighton March 24 Walters & Co, New sq

HOWARTH, MARY, Southport April 7 Yates, jun, Southport

HURMAN, HENRY, Bath March 31 Williams, Bath

HUTTON, RICHARD HOLT, Wellington st, Strand March 19 Shaen & Co, Bedford row

IRVINE, ELIZABETH TALBOT, Kensington March 28 W & E W Bullen, Liverpool

JONES, JOHN, Furniture Broker, Chester March 31 Gamon & Co, Chester

JUNSON, WILLIAM SAKBY, Lewes, Sussex March 31 Hillman, Lewes

KATES, WALTER JAMES, New Brentford, Licensed Victualler April 1 Ruston & Co, Brentford

LEACH, HENRY, Portsmouth March 17 Hobbs & Bruton, Portsmouth

LEOP, HENRY, Horse Bar, Kent March 14 Jones, Horse Bar

MAUNDER, SAMUEL, St Thomas the Apostle, Devon March 15 Friend & Co, Exeter

PHILLIPS, JAMES, Abergavenny, Mon March 26 Sayer & Baker, Abergavenny

PRICE, KYNASTON, Raymond bldg, Gray's inn March 25 Gasquet & Metcalfe, Gt Tower st

RADDON, WILLIAM, St Thomas the Apostle, Devon March 15 Friend & Co, Exeter

ROSBERT, SYDNEY EDMUND, Kingston upon Hull March 31 Ayre & Son, Hull

SLOAN, JAMES ALEXANDER, Weston, nr Bath March 25 Burgess & Sloan, Bristol

SMITH, JAMES, Ampleforth, York March 26 H W & R Pearson, Helmsley

STEVENS, WILLIAM, Haringey April 3 C W & E B Taylor, Crutched Friars

STOKES, COLONEL MAURICE FITZMAURICE, Waterloo pl March 16 Hoggings & Dowson, Spring gds

SUTTERS, REV RICHARD, Holtby, York March 25 Surtees & Surtees, Badford row

TAYLOR ANN, Skirbeck, Lincoln March 21 Dyer, Boston

TILLY, THOMAS WILLIAMS, Bristol March 24 Perham & Son, Bristol

TORRINGTON, WALTER JAMES, Bristol, Contractor April 3 Sibley, Bristol

TYLER, REV MORTIMER, Walton by Clevedon, Somerset March 15 Tylee & Mortimer, Bournemouth

VENABLES, SAMUEL, Walsall April 15 Evans, Walsall

VICKERS, GEORGE STEVENSON, Lincoln March 31 Danby & Co, Lincoln

WATTHAM, KATHARINE, Upper Gloucester pl April 3 Phelps & Co, Aldermanbury

WATSON, MARY, Bridlington March 31 Plews, Wakefield

WEBBER, JOHN, St Thomas the Apostle, Devon, Licensed Victualler March 15 Friend & Co, Exeter

WEST, JOHN, Regent sq March 25 Buchanan & Hurd, Basinghall st

WESTMINSTER, The Most Noble HUGH LUFUS Duke of, Upper Grosvenor st March 30 Boodle & Co, Davies st

WILLIS, JOHN, Richmond March 26 Crossman & Co, Theobald's rd

WYTON, JAMES, Sudbury, Suffolk March 16 Martin & Co, King st, Guildhall

London Gazette.—FRIDAY, Feb. 23.

AXSON, WILLIAM HENRY, Douglas, I of M March 31 Beyer & Co, Manchester

BACHELOR, GEORGE FREDERICK, Cheriton, Hants March 25 Shield & Mackintosh, Alresford

BRETON, CECILIA MARIA, Surbiton, Surrey March 26 Hanbury & Co, New Broad st

BOWDEN, ISABELLA ALICE, Stockport March 25 Ferns & Co, Stockport

BOWL, THOMAS, Burford, Oxford, Grocer March 26 Brown, Burford

BRADLEY, ALOYSIUS JOSHUA DODGSON, Idlesleigh mans, Westminster April 21 Voysey, Bedford row

BROWN, THOMAS SOUTHWORTH, Bolton, Tobaccoist March 30 Glegg, Bolton

BUCKLEY, JOHN, Spodden, Rochdale March 26 Ripley, Rochdale

BUS, HENRY, Ealing Doctor March 31 James & James, Ely pl

CASELEY, HENRY, Rodney Stoke, Somerset March 21 Wilson, Wells

CATTERMOLE, CHARLES, Earlsfield, Surrey, Boot Manufacturer March 9 Burton & Son, Blackfriars rd

CHARLES, JAMES, Tredegar, Gardener March 24 Dauncey, Tredegar

CLARKE, SARAH, Sale, Cheshire March 24 Greaves, Manchester

COLLIER, ELIZABETH, Shifnal, Salop March 22 Osborne, Shifnal

COWLAND, HENRY, Great Titchfield st, Fordingham pl March 15 Ray, Great Portland st

CROSSLAND, ANN CATHERINE, Lee, Kent April 1 Blake & Co, Portsmouth

DAVIES, JAMES, Rhyader Radnor March 31 Wilkinson, St Helen's pl

DENBY, CHARLES, Otley, York April 2 Weatherhead & Knowles, Bingley

DESANGES, AMELIA, Onger, Essex April 21 Batchelor & Batchelor, Outer Temple, Strand

ELLEY, MARY, Liverpool April 6 Hill & Co, Liverpool  
 EDAILE, WILLIAM CLIBURN DRAKE, Burley, Hants March 31 Winter & Co, Bedford row  
 GIBBS, HERBERT, Knightwick, nr Worcester March 23 Quarrell, Worcester  
 GILMES, WILLIAM JACINTO, Birmingham March 26 Burton, Birmingham  
 GUNSON, THOMAS STEVEN, Fitzroy sq, Surgeon March 31 Wilkinson, St Helen's pl  
 HALLIWELL, THOMAS, Halsall, Lancs April 30 Mawdsley, Southport  
 HARVEY, ANNIE FRANCES, Clapton March 25 Redfern & Son, Birmingham  
 HARTNETT, JULIA, Adiscombe, Surrey March 24 Carr, Gt Tower st  
 HASLER, JULIUS HENRY, Manchester March 26 Johnson & Co, Dudley  
 HINGSTON, CHARLES LEVI, Crutched Friars, Ship Broker March 27 Carr, Great Tower st  
 HOLLINGSWORTH, CHARLES, Beckenham, Kent May 1 Hore & Co, Lincoln's inn field  
 HORROCKS, ADAM, Leigh, Lancs, Builder March 14 Marsh & Co, Leigh  
 HOWE, ELIZA, Cuffy River, Somerset March 25 Hill & Son, Langport  
 JAMES, JANE, Holston, Cornwall April 12 Bolton & Co, Temple gds  
 JONES, SARAH, Winslow, Bucks March 1 Willis & Willis, Winslow, Bucks  
 KINGSBURY, RAY THOMAS LUCE, Salisbury, Wilt April 7 Taylor & Son, Great James st  
 KIRKPATRICK, JOHN, Eccles, Lancs, Yarn Salesman April 6 Carr, Atherton, nr Manchester  
 LAWTON, FRANCES GRACE, Dartmouth, Suffolk April 18 Lawton & Co, Ipswich  
 LOVETT, EDWARD, Sheffield, Carter March 31 Porrett & Fawcett, Sheffield  
 LUTTON, JAMES, Olley, York, Waste Dealer March 3 Scott & Holders, Bradford  
 NEEDHAM, HON ROBERT, Taplow, Bucks April 4 & H White, Great Marlborough st  
 PHELPS, JAMES CLEMENT, Catford March 31 Collyer & Davis, Nicholas ln  
 POLLARD, MARGARET, Lewes March 31 Hillman, Lewes  
 RADFORD, DANIEL, Tavistock, Devon March 31 Radford & Frankland, Chancery ln  
 RAILTON, MARIA ECLIPSE, Shotton Hall, nr Cockermouth, Cumberland March 23 Gregson & Birbeck Wilson, Liverpool  
 ROE, ALFRED, Islington March 27 Carr, Gt Tower st  
 ROY, ROBERT CHARLES, Croydon March 24 Aird & Co, Brabant ct

## BANKRUPTCY NOTICES.

London Gazette.—Friday, Feb. 23.

## RECEIVING ORDERS.

ABBOTT, MARY MARTHA, Hyde, I of W Newport Pet Jan 5 Ord Feb 19  
 ALDRIDGE, JAMES EYRE, JOHN HENRY WALKER, and JOHN WHEELER ALDRIDGE, Bristol, Engineers Bristol Pet Feb 20 Ord Feb 20  
 ALLWORK, THOMAS, Upper Holloway, Contractor High Court Pet Feb 19 Ord Feb 21  
 ARMSTRONG, JOHN CHARLES, St Helena, Lancs, Labourer Liverpool Pet Feb 19 Ord Feb 19  
 BEARY, WALTER, Portsmouth Portsmouth Pet Feb 20 Ord Feb 20  
 BEAUMONT, ARTHUR EDGAR, Mansfield, Notts, Grocer Nottingham Pet Feb 19 Ord Feb 19  
 BLOOM, HENRY, Wincinhill, Staffs, Miller Hanley Pet Feb 21 Ord Feb 21  
 BOLLARD, FRANCIS NAYLOR, Harrogate, Coal Dealer York Pet Feb 20 Ord Feb 20  
 BERTON, WILLIAM SHAKESPEARE, Howland st, Fitzroy sq High Court Pet Feb 20 Ord Feb 20  
 CHAPMAN, MARY ANN, Kensington, Hotel Keeper High Court Pet Feb 20 Ord Feb 20  
 COLLETT, FRANK JOHN, Landport, Hants, Printer Portsmouth Pet Feb 20 Ord Feb 20  
 COLMER, JOHN WILLIAM, Lombard st, Company Promoter High Court Pet Oct 23 Ord Feb 20  
 COPLEY, GEORGE HENRY, Normanton, Yorks, Bootmaker Wakefield Pet Feb 20 Ord Feb 20  
 COTTEILL, HENRY WILLIAM, St Mark's rd, Notting Hill High Court Pet Feb 19 Ord Feb 19  
 DAVIES, EVAN, Llansamnach Wells, Schoolmaster Newtown Pet Feb 19 Ord Feb 19  
 DENY, DIGBY CARL, Sawton, Cambs, Grocer Cambridge Pet Feb 20 Ord Feb 20  
 FETTER, SYDNEY, Grantham, Lincs, Physician Nottingham Pet Feb 20 Ord Feb 20  
 GLASS, JOHN WILLIAM, Bradninch, Devon, Dairyman Exeter Pet Feb 20 Ord Feb 20  
 GODFREY, HERBERT EDWIN, Bolton, Nurseryman Bolton Pet Feb 19 Ord Feb 19  
 GOOD, WILLIAM HENRY, Weymouth, Twine Manufacturer Yeovil Pet Feb 19 Ord Feb 20  
 GUNSTAY, GEORGE, Swansea, Builder Swansea Pet Feb 20 Ord Feb 20  
 GWYNNE, ROBERT, Charing Cross rd High Court Pet Jan 27 Ord Feb 16  
 HANWELL, THOMAS HAWKINS, Shirley, Southampton, Builder Southampton Pet Feb 19 Ord Feb 19  
 HORSBURGH, ROBERT JOHN, Gateshead Newcastle on Tyne Pet Feb 19 Ord Feb 19  
 JEWELL, FLETCHER WENSTER, Moorgate st, Company Promoter High Court Pet Dec 29 Ord Feb 20  
 JONES, ARTHUR, and JAMES THORNTON SANDERSON, Kingston upon Hull, Joiners Kingston upon Hull Pet Feb 19 Ord Feb 19  
 JONES, DAVID, Llandidocs, Draper Newtown Pet Feb 15 Ord Feb 15  
 JORDAN, GEORGE BRYANT, Southampton, Builder Southampton Pet Feb 21 Ord Feb 21  
 KING, HORACE WILLIAM, Eastbourne, Tobaccoist Eastbourne Pet Jan 30 Ord Feb 21  
 LEE, JOSEPH, sen, and JOSEPH LEE, jun, Stockport, Contractors Stockport Pet Feb 15 Ord Feb 21  
 LONG, ALFRED EDWARD, Hackney, Printer's Manager High Court Pet Jan 31 Ord Feb 21  
 MALCOLMSON, JAMES HILKNEY, nr Hock, Travelling Draper Norwich Pet Feb 6 Ord Feb 20  
 MILNER, GEORGE, Barnsley, Corf Manufacturer Barnsley Pet Feb 20 Ord Feb 20  
 MORGAN, HENRY LEONARD, Bishopcote, Bristol, Green-grocer Bristol Pet Feb 20 Ord Feb 20  
 PARALL, WILLIAM, Clifton, Bristol Bristol Pet Feb 20 Ord Feb 20  
 PARRY, JOHN, Llanllechid, Butcher Bangor Pet Feb 19 Ord Feb 19  
 PRACE, WILLIAM GEORGE, Brighton, Victualler Brighton Pet Feb 5 Ord Feb 20  
 PREL, HARRISON LUCE, Leeds, Cloth Finisher Leeds Pet Feb 19 Ord Feb 19  
 PRING, ALFRED, Leicester, Builder Leicester Pet Feb 20 Ord Feb 20  
 QUIGLEY, EDWIN SHABROOK, Lower Marsh, Lambeth, Provision Merchant High Court Pet Feb 19 Ord Feb 19

RANDALL, EDWARD, Dover, Music Hall Proprietor Canterbury Pet Jan 27 Ord Feb 20  
 REYNOLDS, GEORGE PERCY, Chacewater, nr Walsall, Draper Walsall Pet Feb 20 Ord Feb 20  
 ROSE, ALFRED, Liverpool, Commission Agent Liverpool Pet Feb 3 Ord Feb 19  
 SMITH, CHARLES, Rupert st High Court Pet Jan 24 Ord Feb 19  
 SMITH, JOSEPH GEORGE, New Windsor, Berks, Painter Windsor Pet Feb 17 Ord Feb 17  
 STARRING, ALPHRED ETHELRED, Hemaby, Norfolk, Grocer Great Yarmouth Pet Feb 21 Ord Feb 21  
 VALLACK, HENRY, South Shields, Ironmonger Newcastle on Tyne Pet Feb 19 Ord Feb 19  
 VINALL JOHN, jun, Pevensey, Sussex, Builder Eastbourne Pet Feb 7 Ord Feb 21  
 WEBB, ERNEST TOM, Newport, Mon, Grocer Newport, Mon Pet Feb 17 Ord Feb 20  
 WESTON, BENJAMIN BERNARD, Weybridge, Surrey, Draper Kingston, Surrey Pet Jan 24 Ord Feb 15  
 WILLIAMS, CHARLOTTE, Wokingham, Licensed Victualler Reading Pet Feb 20 Ord Feb 20  
 WILLIAMS, WILLIAM LLOYD, Fishguard, Pembroke, Grocer Pembroke Dock Pet Jan 21 Ord Feb 21  
 WILLIAMS, ALFRED, Green Lanes Edmonton Pet Jan 25 Ord Feb 19  
 WOOD, FRANK, Tiverton, Builder Exeter Pet Feb 21 Ord Feb 21

## FIRST MEETINGS.

ANDREWS, WILLIAM, Kingston upon Hull, Printer March 2 at 12 Off Rec, Trinity House ln, Hull  
 ARMSTRONG, JOHN CHARLES, St Helena, Lancs, Labourer March 8 at 10.30 Off Rec, 35, Victoria st, Liverpool  
 ATKINSON, JOHN THOMAS, Bolton, Licensed Victualler March 2 at 3 16, Wood st, Bolton  
 BOLLARD, FRANCIS NAYLOR, Harrogate, Coal Dealer March 7 at 11.15 Off Rec, 28, Stonegate, York  
 BONTY, WILLIAM, Preston, Assurance Agent March 2 at 4 Off Rec, 14, Chapel st, Preston  
 CATHCART, ALAN T, Strathell, Salop March 6 at 2.30 Off Rec, 42, St John's hill, Shrewsbury  
 CLARKE, THOMAS JAMES ROOPE, New Catton, Norwich, Coal Dealer March 3 at 1 Off Rec, 8, King st, Norwich  
 COTTEILL, HENRY WILLIAM, St Mark's rd, Notting Hill March 2 at 11 Bankruptcy bldgs, Carey st  
 DAVIS, EVAN, Llansamnach Wells, Schoolmaster March 21 at 12.40 1, High st, Newtown  
 DAVIES, JAMES, Swansea, Boot Dealer March 2 at 12 Off Rec, 31, Alexandra rd, Swansea  
 DORMAN, BROWN, & Co, Talbot ct, Gracechurch st, Merchants March 2 at 12 Bankruptcy bldgs, Carey st  
 GLASS, JOHN WILLIAM, Bradninch, Devon, Dairyman March 15 at 10.30 Off Rec, 13, Bedford circus, Exeter  
 GODFREY, HERBERT EDWIN, Bolton, Nurseryman March 5 at 3 16, Wood st, Bolton  
 GREER, DANIEL, Clerkwell, Dairyman March 5 at 11 Bankruptcy bldgs, Carey st  
 GRIPPER, HORACE G, Ware, Herts March 2 at 12 Bankruptcy bldgs, Carey st  
 GWYNNE, ROBERT, Charing Cross rd March 6 at 11 Bankruptcy bldgs, Carey st  
 HANWELL, THOMAS HAWKINS, Shirley, Southampton, Builder March 5 at 12 Off Rec, 172, High st, Southampton  
 HARRIS, FENTON GEORGE UK, Mon, Estate Agent March 2 at 1 Westgate chmbrs, Newport, Mon  
 HAWORTH, MARY, Burnley, Timber Merchant March 7 at 2.45 Exchange Hotel, Nicholas st, Burnley  
 IVOY, JAMES HANCOCK, Godalming March 5 at 12 24, Railway app, London Bridge  
 JERMAN, DAVID, Llandidocs, Innkeeper March 21 at 12 15 1, High st, Newtown  
 JOSE, DAVID, Llandidocs, Draper March 5 at 3 Off Rec, 42, St John's hill, Shrewsbury  
 KEES, WILLIAM ALFRED, and FREDERICK HERBERT KEES, Weston super Mare, Builders March 2 at 12 George and Railway Hotel, Bristol  
 LILLY, WILLIAM GERT, Regent st, Builder March 5 at 12 Bankruptcy bldgs, Carey st  
 LITTLE, DR AUGUSTY JOHNSTON, Hereford March 2 at 3 Off Rec, 95, Temple chmbrs, Temple av  
 NEWTON, JOSEPH, Wyndham, Cheshire, Farmer March 2 at 2.30 Off Rec, Byrom st, Manchester  
 POWELL, HENRY JAMES, Clapham, Butcher March 2 at 11.30 24, Railway app, London Bridge  
 QUIGLEY, EDWIN SHABROOK, Lower Marsh, Lambeth, Provision Merchant March 2 at 11 Bankruptcy bldgs, Carey st

SADLER, REV OTTIWELL, Quantaxhead, Somerset June 1 Stoker & Hansell, Gray's inn sq  
 SCOTT, MONTAGU DAVID, Hove, Sussex March 31 Simpson & Co, Moorgate st  
 SENIOR, MARGARET ANN, Didsbury, nr Manchester March 31 Kenyon & Bransbury, Bromsgrove ln  
 SIMONDS, CAROLINE, Leyton April 6 Garrod & Wilson, Diss  
 SIMONDS, JOHN, Leyton, Butcher April 6 Garrod & Wilson, Diss  
 SLATER, SAMUEL, Queen Victoria st April 6 Foord, Philip ln  
 SMITH, PERCY LEDGER, Catford March 25 Vaughan & Bus, Southampton st  
 SMITH, NATHANIEL PHILIP, Little George st, St Pancras March 25 Vaughan & Bus, Southampton st  
 SNEELGOBYE, ALFRED, Stoke Newington March 31 Stewart, Cannon st  
 SWAIN, HENRY PAGET, Guildford March 31 Lyall, Bishopgate st Within  
 BYRES, ALFRED, Morley, York, Rag Merchant April 1 James, Leeds  
 TATE, SIR HENRY, Streatham April 24 Huntingdon & Leaf, King st  
 TRACKWELL, JOSEPH EDWIN, Cheltenham April 6 Winterbothams & Gurney, Cheltenham  
 THORNTON, ELIZABETH WHITE, Leicester March 31 Owston & Co, Leicester  
 TOMLINSON, MARY, Nottingham March 31 Jones & Middleton, Chesterfield  
 TURNER, ELIZABETH, Fosse, Hereford May 1 Llanwarne, Hereford  
 WALKER, WILLIAM, New Cross March 31 Bagleton & Sons, Chancery in Wt, Henrietta Matilda, Bath March 7 Chubb & Sons, Malmesbury  
 WILKINSON, CHARLES HENRY, New Broad st, Metal Broker April 6 Cameron & Co, Gresham House, Old Broad st  
 WEISMANN, ROSA, Hampstead March 7 Dunn, Draper's gds  
 WEST, PHILIP, West Dulwich, Licensed Victualler March 31 Finch & Turner, Cannon st  
 WILKINSON, JOHN, and SARAH WILKINSON, Aspull Moor, nr Wigan March 16 Bryan, Hindley, nr Wigan  
 WOODHEAD, JOHN CHARLES, Halifax, Grocer March 15 Longbottom & Sons, Halifax  
 WORTH, JANE, Lancaster rd, Notting Hill March 31 Stewart, Cannon st

RANDALL, EDWARD, Dover, Music Hall Proprietor March 3 at 11 Off Rec, 73, Castle st, Canterbury  
 ROBINSON, JAMES OCTAVIUS, Worthing, Fruit Grower March 2 at 2.30 Melville & Co, Liverpool gds, Worthing  
 ROTTERHAM, C TALBOT, St Helen's pl, Financial Agent March 2 at 2.30 Bankruptcy bldgs, Carey st  
 SENDALL, STEPHEN, Norwich, Builder March 2 at 3.30 Off Rec, 8, King st, Norwich  
 SILINGSBY, WILLIAM, Shipley Yorks, Watchman March 2 at 11 Off Rec, 31, Manor row, Bradford  
 SMITH, ELIZABETH MARY, Great Grimby, House Furnisher March 2 at 11 Off Rec, 15, Osborne st, Great Grimby  
 SMITH, HENRY EDGAR, Newport, Mon, Corn Merchant March 2 at 12 Westgate chmbrs, Newport, Mon  
 SUNDY, WILLIAM, Whitby, York, Gasfitter March 14 at 3 Off Rec, 8, Albert rd, Middleborough  
 TIMMONS, JOSEPH, Preston, Saddler March 2 at 3.30 Off Rec, 14, Chapel st, Preston  
 TRUMAN, MARSHALL WILLOUGHBY, Nottingham, Clerk March 3 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 WADDINGTON, WILLIAM FORBES, Glodwick, Oldham, Accountant's Clerk March 2 at 3 Off Rec, 14, Chapel st, Preston  
 WRIGHT, GEORGE WILLIAM, Pakefield, Suffolk, Upholsterer March 3 at 1.30 Off Rec, 8, King st, Norwich

## ADJUDICATIONS.

ARMSTRONG, JOHN CHARLES, St Helena, Lancs, Labourer Liverpool Pet Feb 19 Ord Feb 19  
 BARNES, ALFRED WRIGHT, Little Denmark st, Soho, Dyemaster High Court Pet Feb 1 Ord Feb 19  
 BEARY, WALTER, Portsmouth Portsmouth Pet Feb 20 Ord Feb 20  
 BEAN, ROBERT, Upper Holloway, Fishmonger High Court Pet Jan 25 Ord Feb 19  
 BEAUMONT, ARTHUR EDGAR, Mansfield, Notts, Grocer Nottingham Pet Feb 19 Ord Feb 19  
 BLOOM, HENRY, Wincinhill, Staffs, Miller Hanley Pet Feb 21 Ord Feb 21  
 BOLLARD, FRANCIS NAYLOR, Harrogate, Yorks, Coal Dealer York Pet Feb 20 Ord Feb 20  
 CHAPMAN, MARY ANN, Kensington High Court Pet Feb 20 Ord Feb 20  
 COLLETT, FRANK JOHN, Landport, Hants, Printer Portsmouth Pet Feb 20 Ord Feb 20  
 COPLEY, GEORGE HENRY, Normanton, Yorks, Bootmaker Wakefield Pet Feb 20 Ord Feb 20  
 COTTEILL, HENRY WILLIAM, St Mark's rd, Notting Hill High Court Pet Feb 19 Ord Feb 19  
 DUNN, DIGBY CARL, Sawton, Cambs, Grocer Cambridge Pet Feb 20 Ord Feb 20  
 FIGGEBEN, FRANK TRENHAM, New Cross High Court Pet Jan 9 Ord Feb 21  
 FETTER, SYDNEY, Grantham, Physician Nottingham Pet Feb 20 Ord Feb 20  
 GLASS, JOHN WILLIAM, Bradninch, Devon, Dairyman Exeter Pet Feb 20 Ord Feb 20  
 GODFREY, HERBERT EDWIN, Bolton, Nurseryman Bolton Pet Feb 19 Ord Feb 19  
 GREANEY, JOHN, Birmingham, Insurance Broker Birmingham Pet Feb 5 Ord Feb 21  
 HALL, LELIA, Gloucester rd, Court Dressmaker High Court Pet Feb 3 Ord Feb 21  
 HAM, JAMES ALFRED, Camberwell, Builder High Court Pet Feb 3 Ord Feb 21  
 JARMAN, ROBERT THOMAS, Ramsgate, Builder Canterbury Pet Jan 31 Ord Feb 21  
 JONES, ARTHUR, and JAMES THORNTON SANDERSON, Kingston upon Hull, Joiners Kingston upon Hull Pet Feb 19 Ord Feb 19  
 JORDAN, GEORGE BRYANT, Southampton, Builder Southampton Pet Feb 31 Ord Feb 21  
 MAXWELL, ROBERT GREENFELD, Queen's Gate ter High Court Pet Jan 24 Ord Feb 21  
 MILNER, GEORGE, Barnsley, Yorks, Corf Manufacturer Barnsley Pet Feb 20 Ord Feb 20  
 PARALL, WILLIAM, Clifton, Bristol Bristol Pet Feb 20 Ord Feb 20  
 PARRY, JOHN, Llanllechid, Carnarvon, Butcher Bangor Pet Feb 19 Ord Feb 19  
 PRACE, WILLIAM GEORGE, Brighton, Victualler Brighton Pet Feb 5 Ord Feb 21  
 PREL, HARRISON LUCE, Leeds, Cloth Finisher Leeds Pet Feb 19 Ord Feb 19  
 PRING, ALFRED, Leicester, Builder Leicester Pet Feb 20 Ord Feb 20



QUICKLEY, EDWIN SHARBROOK, Lowest Marsh, Lambeth, Provision Merchant High Court Pet Feb 19 Ord Feb 19  
 REES, DAVID, Cardiff, Provision Merchant Cardiff Pet Dec 22 Ord Feb 20  
 REYNOLDS, GEORGE PERCY, Chasetown, nr Walsall, Draper Walsall Pet Feb 20 Ord Feb 20  
 SMITH, JOSEPH GEORGE, New Windsor, Berks, Painter Windsor Pet Feb 17 Ord Feb 17  
 STALLING, ALBERT, Wokingham, Hants, Norfolk, Grocer 61 Wymouth Pet Feb 21 Ord Feb 21  
 VALLACK, HENRY, South Shields, Ironmonger Newcastle on Tyne Pet Feb 19 Ord Feb 20  
 WEBB, ERNEST TOM, Newport, Mon, Grocer Newport, Mon Pet Feb 17 Ord Feb 20  
 WESTON, BENJAMIN BERNARD, Weybridge, Surrey, Draper Kingston, Surrey Pet Jan 24 Ord Feb 21  
 WILLIAMS, CHARLOTTE, Wokingham, Licensed Victualler Reading Pet Feb 20 Ord Feb 20

## ADJUDICATION ANNULLED.

WISCOMBE, JOHN CAVE, Stroud, Gloucesters Adjud Dec 5, 1894 Annul Aug 23, 1899

London Gazette.—Tuesday, Feb. 27.

## RECEIVING ORDERS.

BRAYAN, JOHN, York, Fruiterer York Pet Feb 22 Ord Feb 22  
 BILES, JOHN, Freemantle, Southampton Southampton Pet Feb 22 Ord Feb 22  
 BROOKING, RICHARD, North Huish, Devon, Labourer Plymouth Pet Feb 22 Ord Feb 22  
 CANNERY, THOMAS, Widnes, Lancs, Grocer Liverpool Pet Feb 23 Ord Feb 23  
 CLOUGH, BELA, Falloworth, Lancs Oldham Pet Jan 30 Ord Feb 15  
 DANIEL, SAMUEL JOHN, Northampton, Corn Dealer Northampton Pet Feb 2 Ord Feb 17  
 DAYTON, CHARLES, Mexborough, Yorks, Builder Sheffield Pet Feb 23 Ord Feb 23  
 DIKE, JOSEPH, Cirencester, Coachbuilder Swindon Pet Feb 22 Ord Feb 22  
 DOBSON, ELIZABETH, Neath, Draper Neath Pet Feb 9 Ord Feb 22  
 DOSWELL, HENRY SAYWELL, Leeds, Patent Firewood Merchant Canterbury Pet Feb 1 Ord Feb 22  
 FARMER, J. H., Cophall av, Solicitor High Court Pet Jan 3 Ord Feb 23  
 GOLDER, WILLIAM, Stokesby, Norfolk, Builder Great Yarmouth Pet Feb 22 Ord Feb 22  
 GOODMAN, THOMAS EDWARD, Stafford, Haulier Stafford Pet Feb 21 Ord Feb 21  
 HALL, J. H., Folkestone, Builder Canterbury Pet Jan 16 Ord Feb 22  
 HANSFORD, RICHARD, Ebbesbourne Wake, Wilts, Farm Foreman Salisbury Pet Feb 24 Ord Feb 24  
 HORTON, THOMAS, Edgbaston, Birmingham, Grocer Birmingham Pet Feb 10 Ord Feb 23  
 JONES, F. W., Bristol, Provision Dealer Bristol Pet Feb 5 Ord Feb 23  
 KIRK, WILLIAM, Bexhill, Licensed Victualler Hastings Pet Feb 24 Ord Feb 24  
 LANGWORTHY, ARTHUR HENRY, Kingsbridge, Devon, Baker Plymouth Pet Feb 24 Ord Feb 24  
 LEE, ETHEL, Beccles, Suffolk Ipswich Pet Feb 23 Ord Feb 23  
 LEE, GRACE ANGELOUQUE, Ipswich Ipswich Pet Feb 23 Ord Feb 23  
 LEES, HERBERT, Preston Brook, Chester, Farmer Warrington Pet Feb 6 Ord Feb 22  
 LEWIS, EDGAR PARRY, Pembroke Dock, Auctioneer Pembroke Dock Pet Feb 23 Ord Feb 23  
 LISTER, WALTER, Llanwrth, Gas Works Manager Wakefield Pet Feb 23 Ord Feb 23  
 LOADS, WILLIAM, Holt, Norfolk, Painter Norwich Pet Feb 22 Ord Feb 22  
 LUMB, TOM, Bradford, Bootmaker Bradford Pet Feb 22 Ord Feb 22  
 MARSHALL, ERNEST, Little Eaton, Derbys, Greengrocer Derby Pet Feb 22 Ord Feb 22  
 MAUDS, Major F. H., Southsea, Hants Croydon Pet Dec 20 Ord Feb 20  
 MORRIS JAMES RICHARD, Cirencester, Carpenter Swindon Pet Feb 2 Ord Feb 21  
 NICHOLLS, JOHN LARMAN, Heckington, Lines, Schoolmaster Boston Pet Feb 23 Ord Feb 23  
 OATES, WILLIAM, Hove, Sussex, Baker Brighton Ord Feb 23  
 ORNSTEIN, NATHAN, Walthamstow, House Furnisher High Court Pet Feb 23 Ord Feb 23  
 OWEN, ROBERT GRIFFITHS, Chesham, Manchester, Yarn Agent Manchester Pet Feb 23 Ord Feb 22  
 PARKER, HERBERT STANLEY, Walkley, Sheffield, Provision Merchant Sheffield Pet Feb 22 Ord Feb 22  
 PERRETT, ALBERT WILLIAM, Bromham, Wilts, Farmer Bath Pet Feb 24 Ord Feb 24  
 POOL, ELIAZAR SOLOMON, Commercial st, Warehouseman High Court Pet Feb 23 Ord Feb 23  
 PRIDE, GEORGE, Dorchester, Greengrocer Dorchester Pet Feb 24 Ord Feb 24  
 RICKARDS, CHARLES CALVIN MORGAN, Croydon, Tarpanin Manufacturer Croydon Pet Feb 8 Ord Feb 20  
 SIMONSEN, WILHELM ALEXANDER SARTS, and GERHARD FREDERICK WILLIAM BRUMUND, Kingston upon Hull, Ship Chandlers Kingston upon Hull Pet Feb 23 Ord Feb 22  
 SKINNER, EDWARD, Norwich, Stationer Norwich Pet Feb 24 Ord Feb 24  
 SMITH, WILLIAM FREDERICK FLETCHER, Alvalton, Derby, Clerk Derby Pet Feb 24 Ord Feb 24  
 SORREY, WALTER JAMES, Derby Derby Pet Feb 24 Ord Feb 24  
 STANTON, GEORGE, and CHARLES STANTON, Bromley, Builders Croydon Pet Feb 22 Ord Feb 22  
 STARBURCK, HENRY, Sheffield, Butcher Sheffield Pet Feb 22 Ord Feb 22  
 STOKER, EDWIN, Barley, Leeds, Journeyman Millwright Leeds Pet Feb 23 Ord Feb 23  
 TATE, WILLIAM, Halifax, Market Gardener Halifax Pet Feb 22 Ord Feb 22  
 URQUHART, ROBERT LIES, St James st High Court Pet Sept 6 Feb 22

VERRINDER, ARTHUR, Handsworth, Builder Birmingham Pet Feb 23 Ord Feb 23  
 VOSPER, FREDERICK JOSEPH, Plymouth, Butcher Plymouth Pet Feb 23 Ord Feb 23  
 WEBBER, WALTER, Penge, Surrey Croydon Pet Feb 7 Ord Feb 20  
 WILDSMITH, WILLIAM, Old Trafford, Stretford, Foreman Confectioner Salford Pet Feb 23 Ord Feb 23  
 WILSON, GEORGE, Northampton, Boot Dealer Northampton Pet Feb 5 Ord Feb 20  
 WOBBLEY, THOMAS, Warrington, Builder Warrington Pet Feb 24 Ord Feb 24

## FIRST MEETINGS.

ALLWORK, THOMAS, Upper Holloway, Contractor March 6 at 2.30 Bankruptcy bldgs, Carey st  
 BRADY, WALTER, Portsmouth March 6 at 3.30 Off Rec, Cambridge junc, High st, Portsmouth  
 BRAYAN, JOHN, York, Fruiterer March 9 at 12.15 Off Rec, 28, Stonegate, York  
 BELL, GEORGE, Wormley, nr Broxbourne, Butcher March 7 at 11.30 Shirehall, Hertford  
 BROOKING, RICHARD, North Huish, Devon, Labourer March 8 at 11 Off Rec, 6, Athenumer, Plymouth  
 BURROWS, HENRY AQUILA, Nottingham, Cabinet Maker March 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
 BURTON, WILLIAM SHAKESPEARE, Howland st, Fitzroy sq March 6 at 11 Bankruptcy bldgs, Carey st  
 CHAPMAN, MARY ANN, Kensington, Hotel Keeper March 8 at 2.30 Bankruptcy bldgs, Carey st  
 CLOUGH, BELA, Falloworth, Lancs March 7 at 3 Off Rec, Bank chmbrs, Queen st, Oldham  
 COLLETT, FRANK JOHN, Landport, Hants, Printer March 6 at 3 Off Rec, Cambridge junc, High st, Portsmouth  
 COLMER, JOHN WILLIAM, Lombard st, Company Promoter March 7 at 2.30 Bankruptcy bldgs, Carey st  
 COPLEY, GEORGE HENRY, Normanton, Yorks, Bootmaker March 7 at 11 Off Rec, 6, Bond st, Wakefield  
 CURTIS, JOACHIM VALENTIN, Upham Park rd, Chiswick, Master Mariner March 8 at 3 Off Rec, 95, Temple chmbrs, Temple av  
 DANIEL, SAMUEL JOHN, Northampton, Corn Dealer March 6 at 11.15 Off Rec, County Court bldgs, Sheep st, Northampton  
 DAVIS, JOHN, Redland, Bristol, Commission Agent March 7 at 12.30 Off Rec, Baldwin st, Bristol  
 DUNN, DIGBY CARL, Barton, Cambridge, Grocer March 6 at 12 Off Rec, 5, Petty Cury, Cambridge  
 GOODMAN, JULIUS, Birmingham, Managing Director March 7 at 11 174, Corporation st, Birmingham  
 GREANEY, JOHN, Birmingham, Insurance Broker May 7 at 12 174, Corporation st, Birmingham  
 GREY, GEORGE, Headley, Surrey March 7 at 11.30 24, Railway app, London Bridge  
 HALL, JOSEPH JAMES, Bristol, Commission Agent March 7 at 12.15 Off Rec, Baldwin st, Bristol  
 HANSFORD, RICHARD, Ebbesbourne Wake, Wilts, Farm Foreman March 15 at 12.30 Off Rec, Endless st, Salisbury  
 HARDING, JOSEPH HENRY, Cotheridge, Worcester, Farmer March 8 at 11 45, Copenhagen st, Worcester  
 HASLAM, SAMUEL, Rochdale, Hardware Dealer May 6 at 11 11, Tontine, Rochdale  
 HORSBURGH, ROBERT JOHN, Gateshead, Musical Instrument Dealer March 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 HUNTER, WILLIAM MOTLEY, Kingston upon Hull, Commission Agent March 7 at 12 Off Rec, Trinity House in, Hull  
 JEWELL, FLETCHER WEBSTER, Moorgate st, Company Promoter March 6 at 2.30 Bankruptcy bldgs, Carey st  
 JONES, ARTHUR, and JAMES THORNTON SANDERSON, Kingston upon Hull, Joiners March 6 at 11 Off Rec, Trinity House in, Hull  
 JONES, RANDOLPH ASHPOND, Birmingham, Coal Merchant March 9 at 12 174, Corporation st, Birmingham  
 JORDAN, GEORGE BRYANT, Southampton, Builder March 7 at 3.15 Off Rec, 172, High st, Southampton  
 LONG, ALBERT EDWARD, Hackney, Printer's Manager March 6 at 12 Bankruptcy bldgs, Carey st  
 LUMB, TOM, Bradford, Bootmaker March 7 at 11 Off Rec, 31, Manor row, Bradford  
 MCCARTHY, CHARLES JAMES, Newport, Mon, Fruiterer March 8 at 12.30 Westgate chmbrs, Newport, Mon  
 MAY, CHARLES HOBBSWELL, Stoke, Devonport, Journeyman Carpenter March 8 at 11.30 Off Rec, 6, Athenumer, Plymouth  
 MORLAN, HENRY LEONARD, Bishopston, Bristol, Greengrocer March 7 at 1 Off Rec, Baldwin st, Bristol  
 NOAD, JONATHAN, Road, Somerset, Butcher March 7 at 12 Off Rec, Baldwin st, Bristol  
 ORNSTEIN, NATHAN, Walthamstow, House Furnisher March 7 at 12 Bankruptcy bldgs, Carey st  
 PARNALL, WILLIAM, Clifton March 7 at 12.45 Off Rec, Baldwin st, Bristol  
 PARRY, JOHN, Llanlechlid, Carnarvon, Butcher March 7 at 12.15 Ship Hotel, Bangor  
 PEARCE, WILLIAM GEORGE, Brighton, Victualler March 7 at Off Rec, 4, Pavilion bldgs, Brighton  
 PRATT, THOMAS, Sale, Cheshire, Baker March 7 at 2.30 Off Rec, Byrom st, Manchester  
 REEL, HARRISON INCE, Leeds, Cloth Finisher March 7 at 11 Off Rec, 23, Park row, Leeds  
 POOL, ELIAZAR SOLOMON, Commercial st, Warehouseman March 7 at 2.30 Bankruptcy bldgs, Carey st  
 POTTS, WILLIAM, Shipport March 8 at 11 Off Rec, 23, King Edward st, Macclesfield  
 PRICE, ROBERT, King's Heath, Worcester, Engineer March 10 at 11 174, Corporation st, Birmingham  
 PRIOR, ALFRED, Leicester, Builder March 6 at 12 Off Rec, 1, Beridge st, Leicester  
 REYNOLDS, GEORGE PERCY, Chasetown, nr Walsall, Draper March 7 at 11 Off Rec, Walsall  
 ROLLASON, JASON JOHN, and ROBERT ROLLASON, Smithwick, Staffs, Builders March 8 at 11 174, Corporation st, Birmingham  
 SIMONSEN, WILHELM ALEXANDER SARTS, and GERHARD FREDERICK WILLIAM BRUMUND, Kingston upon Hull, Ship Chandlers March 6 at 12 Off Rec, Trinity House in, Hull

STOKER, EDWIN, Barley, Leeds, Journeyman Millwright March 7 at 12 Off Rec, 22, Park row, Leeds  
 TOMKINSON, JOHN, Darlington, Poultry Dealer March 7 at 11.30 Off Rec, Walsall  
 YALLACK, HENRY, South Shields, Ironmonger March 6 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne  
 WEBB, ERNEST TOM, Newport, Mon, Grocer March 8 at Westgate chmbrs, Newport, Mon  
 WESTON, BENJAMIN BERNARD, Weybridge, Draper March 7 at 12.30 24, Railway app, London Bridge  
 WILLIAMS, THOMAS, Cold Harbour, nr Ux, Mon, Farmer March 8 at 12 Westgate chmbrs, Newport, Mon  
 WOOD, FRANK, Tiverton, Devons, Builder March 7 at 3 The Castle, Exeter

## ADJUDICATIONS.

BARTON, VINCENT JAMES, Walbrook, Iron Merchant High Court Pet Jan 1 Pet Feb 23  
 BEAVAN, JOHN, York, Fruiterer York Pet Feb 23 Ord Feb 22  
 BILES, JOHN, Freemantle, Southampton Southampton Pet Feb 22 Ord Feb 22  
 BROOKING, RICHARD, North Huish, Devon, Labourer Plymouth Pet Feb 23 Ord Feb 22  
 CANNERY, THOMAS, Widnes, Lancs, Grocer Liverpool Pet Feb 23 Ord Feb 23  
 CLOUGH, BELA, Falloworth, Lancs Oldham Pet Jan 30 Ord Feb 15  
 CURTIS, JOACHIM VALENTIN, Chiswick, Master Mariner Brentford Pet Feb 13 Ord Feb 20  
 DANIEL, SAMUEL JOHN, Northampton, Corn Dealer Northampton Pet Feb 2 Ord Feb 22  
 DAVIS, JOHN, Redland, Bristol, Commission Agent Bristol Pet Dec 30 Ord Feb 24  
 DAYTON, CHARLES, Mexborough, Yorks, Builder Sheffield Pet Feb 23 Ord Feb 23  
 DIKE, JOSEPH, Cirencester, Coachbuilder Swindon Pet Feb 22 Ord Feb 22  
 DOWNING, JOSEPH WESLEY, Sale, Cheshire, Machinist Salford Pet Jan 11 Ord Feb 24  
 GALLOWAY, GEORGE, Pudsey, Yorks Bradford Pet Jan 25 Ord Feb 23  
 GOLDER, WILLIAM, Stokesby, Norfolk, Builder Gt Yarmouth Pet Feb 22 Ord Feb 22  
 GOODMAN, THOMAS EDWARD, Stafford, Haulier Stafford Pet Feb 21 Ord Feb 21  
 GOODMAN, JULIUS, Birmingham, Managing Director Birmingham Pet Jan 18 Ord Feb 24  
 GREY, GEORGE, Headley, Surrey Croydon Pet Feb 15 Ord Feb 21  
 HALL, JOSEPH JAMES, Bishopston, Bristol, Commission Agent Bristol Pet Dec 30 Ord Feb 24  
 HANSFORD, RICHARD, Ebbesbourne Wake, Wilts, Farm Foreman Salisbury Pet Feb 24 Ord Feb 24  
 HARRISON, THOMAS, Halifax, House Furnisher Halifax Pet Feb 5 Ord Feb 24  
 HARRIS, FENTON GEORGE, Ux, Mon, Estate Agent Newport, Mon Pet Jan 29 Ord Feb 23  
 HORSBURGH, ROBERT JOHN, Gateshead, Fancy Goods Dealer Newcastle on Tyne Pet Feb 19 Ord Feb 20  
 IVORY, JAMES HARCOURT, Godalming Guildford Pet Sept 25 Ord Feb 23  
 LANGHAM, JOSEPH, and JOHN WILLIAM LANGHAM, Leicester, Cycle Manufacturers Leicester Pet Feb 6 Ord Feb 24  
 LANGWORTHY, ARTHUR HENRY, Kingsbridge, Devon, Baker Plymouth Pet Feb 24 Ord Feb 24  
 LEE, ETHEL, Beccles, Suffolk Ipswich Pet Feb 23 Ord Feb 23  
 LEE, GRACE ANGELOUQUE, Ipswich Ipswich Pet Feb 23 Ord Feb 23  
 LISTER, WALTER, Llanwrth, Denbighs, Gas Works Manager Wakefield Pet Feb 23 Ord Feb 23  
 LOADS, WILLIAM, Holt, Norfolk, Painter Norwich Pet Feb 22 Ord Feb 22  
 LUMB, TOM, Bradford, Bootmaker Bradford Pet Feb 22 Ord Feb 22  
 MALCOLMSON, JAMES, Blakeney, nr Holt, Travelling Draper Norwich Pet Feb 6 Ord Feb 23  
 MARSHALL, ERNEST, Little Eaton, Derbys, Greengrocer Derby Pet Feb 22 Ord Feb 22  
 NICHOLLS, JOHN LARMAN, Heckington, Lines, Schoolmaster Boston Pet Feb 23 Ord Feb 23  
 ORNSTEIN, NATHAN, Walthamstow, House Furnisher High Court Pet Feb 23 Ord Feb 23  
 OWEN, ROBERT GRIFFITHS, Chesham, Manchester, Yarn Agent Manchester Pet Feb 23 Ord Feb 22  
 PARKER, HERBERT STANLEY, Walkley, Sheffield, Provision Merchant Sheffield Pet Feb 22 Ord Feb 22  
 PERRETT, ALBERT WILLIAM, Bromham, Wilts, Farmer Bath Pet Feb 24 Ord Feb 24  
 PRIDE, GEORGE, Dorchester, Greengrocer Dorchester Pet Feb 24 Ord Feb 24  
 SHAW, ARTHUR, Urmoston, Lancs, Cotton Agent Manchester Pet Jan 29 Ord Feb 24  
 SIMONSEN, WILHELM ALEXANDER SARTS, and GERHARD FREDERICK WILLIAM BRUMUND, Kingston upon Hull, Ship Chandlers Kingston upon Hull Pet Feb 22 Ord Feb 22  
 SKINNER, EDWARD, Norwich, Stationer Norwich Pet Feb 24 Ord Feb 24  
 SLINGSBY, WILLIAM, Shipley, Yorks, Watchman Bradford Pet Feb 17 Ord Feb 23  
 SMITH, HENRY EDGAR, Newport, Corn Merchant Newport, Mon Pet Feb 19 Ord Feb 23  
 SMITH, WILLIAM FREDERICK FLETCHER, Chesham, Alvalton, Derby, Clerk Derby Pet Feb 24 Ord Feb 24  
 SORREY, WALTER JAMES, Derby Derby Pet Feb 24 Ord Feb 24  
 STARBURCK, HENRY, Sheffield, Butcher Sheffield Pet Feb 22 Ord Feb 22  
 STOKER, EDWIN, Leeds, Leeds Pet Feb 23 Ord Feb 22  
 TATE, WILLIAM, Halifax, Market Gardener Halifax Pet Feb 22 Ord Feb 22  
 URQUHART, Mrs. Shooter's Hill rd Greenwich Pet Dec 15 Ord Feb 23  
 VOSPER, FREDERICK JOSEPH, Plymouth, Butcher Plymouth Pet Feb 23 Ord Feb 23  
 WILDSMITH, WILLIAM, Old Trafford, Stretford, Foreman Confectioner Salford Pet Feb 23 Ord Feb 23  
 WOBBLEY, THOMAS, Warrington, Builder Warrington Pet Feb 24 Ord Feb 24

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